

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

REQUEST FOR PROPOSAL (RFP)

Division of Strategic Operations
Health Equity Assessment
DSO-24-001

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RFP Purpose.

The Iowa Department of Health and Human Services (HHS) is soliciting proposals to select a Contractor to conduct a comprehensive assessment of current practices, workforce skills, and initiatives that support integration of Health Equity into programs and services. This assessment will focus on key performance areas including, but not limited to, organizational culture, workforce health equity skills assessment, language access and translation practices and supports, Data Equity needs, and shall result in the development of recommendations for agency improvement. The overarching goal of this assessment is to ensure that Iowa HHS is acting on commitments to reduce health disparities of populations served through targeted interventions and practices.

Duration of Contract.

The Agency anticipates executing a contract that will have an initial 1-year contract term with the ability to extend the contract for up to 3 additional 1-year terms. The Agency will have the sole discretion to extend the contract.

Bidder Eligibility Requirements.

All Bidders shall have experience within their proposed team completing a similar Equity assessment to that contemplated by this RFP within the past 36 months for a state agency, local government entity, or similarly sized entity. Bidder shall list their past Equity assessment experience in their response to section 3.2.4.2.

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):	Tuesday August 15, 2023
Agency Issues RFP to Bid Opportunities Website	Thursday August 17, 2023
Bidder Letter of Intent to Bid Due By	Wednesday August 30, 2023 3:00 P.M.
Bidder Written Questions Due By	Wednesday August 30, 2023 3:00 P.M.
Agency Responses to Written Questions Issued By	Friday Sept 8, 2023
A virtual Bidders' Conference Will Be Held via TEAMS on the Following Date and Time	Wednesday Sept 20, 2023 2:00 P.M.
Agency Written Response to Questions Asked at Bidders Conference	Friday Sept 29, 2023
Bidder Proposals and any Amendments to Proposals Due By	Friday October 20, 2023 3:00 P.M.
Agency Announces Apparent Successful Bidder/Notice of Intent to Award (estimated)	November 22, 2023
Contract Negotiations and Execution of the Contract Completed (estimated)	December 13, 2023
Anticipated Start Date for the Provision of Services (estimated)	Jan 1, 2024

Section 1 Background and Scope of Work

1.1 Background.

The Iowa Department of Health and Human Services (HHS) is soliciting proposals to select a Contractor to conduct a comprehensive assessment of current practices, workforce skills, and initiatives that support integration of Health Equity practices and measurements into programs and services. This assessment will focus on key performance areas including, but not limited to organizational culture, management capacity, workforce Health Equity skills and readiness, language access and translation practices and supports, disability inclusion, racial and ethnic approaches to health, and Data Equity needs. The analysis of these focus areas shall result in identifying developmental opportunities for the agency and recommendations for agency improvement. Deliverables will include an actionable roadmap to implementation that includes a focus on workforce planning and development, disability inclusion, language access, and training and capacity building for staff and leadership. The goal of this assessment is to ensure that Iowa HHS is proactively reducing health inequities of populations served through targeted interventions and practices, and to increase environmental and social protective capacities that promote health and well-being for all.

The Division of Strategic Operations (DSO) is an administrative unit of HHS that works across the agency to support programs and goals, providing divisions with expertise and resources to further the HHS mission to protect and improve the health and resiliency of individuals, families, and communities. DSO and the Office of Health Equity (OHE) will be responsible for the administration of the contract for this assessment.

Primary functions of DSO include:

- Government relations-legislative advocacy
- Communications-internal and external
- Health Equity-population health strategy
- Community Advocacy-authentic engagement
- Refugee Services-wrap around services
- Criminal and Juvenile Justice Planning-research and recommendations
- Performance-planning and performance improvement
- Transformation-high level strategic initiatives
- Volunteer services-AmeriCorps

OHE, located within DSO, provides leadership and support to advance Health Equity through oversight, collaboration, and strategic support of Health Equity initiatives. OHE functions include training, capacity building, consultation, Data Equity supports, and strategic advisement to HHS leadership. OHE has led the development of the Health Equity framework and implementation plan, and is responsible for the Health Equity strategic plan, disability inclusion practices, and the development of a language access and translation plan for the agency.

1.1.1 Assessment Background

HHS is seeking to procure a comprehensive assessment of current Health Equity practices and processes to ensure individualized approaches to serve populations most impacted by health inequities. The primary purpose includes the assessment of HHS's current capacity to implement the Health Equity Framework, assess current Health Equity efforts and provide an inventory of Health Equity focused initiatives, and identify developmental opportunities. HHS is seeking analysis and guidance on roadmap development for Health Equity initiatives and resources needed to integrate Health Equity practices. This will lead toward the development of recommendations and action plans, as well as articulate what resources are required to implement these initiatives.

In 2021, an initial alignment process brought together legacy Department of Public Health and legacy Department of Human Services to create the new HHS. An agency-wide approach to Health Equity was identified as a need within the legacy public health infrastructure, which has been historically tasked with developing population health strategies to reduce health inequities across many different health issues. The HHS Health Equity framework was adopted by HHS in December 2021, and resources and guidance were provided to staff and leadership on how to better shift practice toward upstream approaches that are culturally responsive and build on the unique protective factors of populations in their respective areas.

In state fiscal year (SFY) 2023, another statewide, government alignment process brought the Department of Aging, Department of Human Rights, and Volunteer Iowa into the Agency. This institutional change has allowed HHS to rethink its mission, vision, guiding principles, and service delivery. With the addition of HHS's guiding principle of equity, Health Equity is a top priority for the agency. With all this change, there is a commitment to understand the current landscape of Health Equity practice and identify both challenges and opportunities to better serve clients who receive essential public services and supports. There is also a need to assess the current skill set and capacity of staff and leadership to effectively and strategically embed an equity-focused lens into all internal functions and externally facing programs and services. Assessment of the workforce's perceived knowledge, skills, abilities, and developmental opportunities will allow OHE, Human Resources, and other administrative functions to identify specific strategies to increase the capacity of the current workforce, while developing new strategies to attract, recruit, and retain a diverse and skilled workforce.

The new structure of HHS divisions can be found at <https://hhs.iowa.gov/sites/default/files/HHS-Table-of-Organization.pdf> which includes the following: Administration, Compliance, DSO, Medicaid, State-Operated Facilities, Behavioral Health, Public Health, Community Access, Family Well-being & Protection, and Aging and Disability.

HHS will use this Health Equity assessment to refine and implement an agency-wide Health Equity strategy to aid in equitable resource distribution to those most in need of services, while reducing barriers to accessing those services and programs. The Health Equity strategy would directly address the needs of diverse racial and ethnic populations, people who need language translation services, people with disabilities, people who are LGBTQ+, people who are low income, people who live in rural areas, and people who are otherwise disadvantaged due to societal barriers to well-being. These populations have some of the greatest disparities across health conditions and Social Determinants of Health. Information on these disparities in Iowa can be reviewed at both the Iowa Public Health Tracking Portal and the HHS Dashboards on the HHS website found at: <https://tracking.idph.iowa.gov/> and https://hhs.iowa.gov/dashboard_welcome.

This assessment will be conducted during a significant transition year, with multi-year institutional change processes that continue to identify complex challenges to provide services across the state. This assessment will lead to intentional and actionable recommendations to provide direction for the OHE, as well as guide HHS to identify areas to increase performance, quality improvement, and data strategy for Health Equity outcomes.

HHS is also implementing additional changes that will impact the Agency, including:

- Evaluation of service delivery regions across the state.
- Creation of a Human Rights agency within HHS/DSO that combines the functions, subject matter expertise and stakeholder relationships of Health Equity, Community Advocacy, Refugee Services and Criminal & Juvenile Justice Planning
- Establishment of new divisions including Community Access, Aging and Disability, and Compliance.

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 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.

“Data Equity” means the ways in which data is governed, collected, analyzed, interpreted, and distributed through an equity lens.

“Health Equity” means that everyone has a fair and just opportunity to be as healthy as possible. This requires removing obstacles to health such as poverty, discrimination, and their consequences, including powerlessness and lack of access to good jobs with fair pay, quality education and housing, safe environments, and health care. For the purposes of measurement, health equity means reducing and ultimately eliminating disparities in health and its determinants that adversely affect excluded or marginalized groups.

“Health Inequity” means systematic differences in the health status of different population groups. These inequities have significant social and economic costs both to individuals and societies.

“Social Determinants of Health” means health is determined through the interaction of individual behaviors and social, economic, genetic, and environmental factors. Health is also determined by the systems, policies, and processes encountered in everyday life. Examples of social determinants of health include job opportunities, wages, transportation options, the quality of housing and neighborhoods, the food supply, access to healthcare, the quality of public schools and opportunities for higher education, racism and discrimination, civic engagement, and the availability of networks of social support. Social determinants of health may lead to health inequities.

“Workforce Equity” means fair treatment, access, and advancement for each person in an organization.

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall conduct a comprehensive Health Equity assessment to support integration of Health Equity into Agency programs and services. This will lead toward the development of recommendations and action plans, as well as articulate what resources are required to implement these initiatives.

The Contractor shall provide the following:

1.3.1.1 Assessment Topics

The Contractor shall conduct a comprehensive Health Equity assessment that shall include deep analyses of the assessment topics noted in this section. HHS's specific goals, organization, and the populations it serves shall provide the foundation for the work. The assessment topics shall include, but are not limited to, the following:

1. HHS's Organizational Understanding and Utilization of Health Equity - What overarching structure and supports are in place to ensure that HHS is acting on our commitments to Health Equity? When answering this question address the following subtopics:
 - a. Leadership capacity and commitment
 - b. Health Equity tools and resources for staff and programs
 - c. Language access and translation services including modes, platforms and styling of information delivery to limited-English proficient, diverse, aging, digitally-divided and disabled/hard of hearing Iowans
2. Planning and System Development – Where and how is HHS proposing to thoughtfully integrate Health Equity considerations that support both staff and clients? How is HHS leveraging the unique skillsets of staff who have lived experience with barriers in the HHS's systems? When answering these questions contractor shall also address the following subtopics:
 - a. Workforce Equity Strategy and Capacity building for HHS team
 - i. Employee engagement/retention
 - ii. Workforce equity skills and readiness.
 - b. Data Driven Practice - Health Equity integration into data practices
 - i. Data collection/coding/classification/analysis/capacity/protection and overall useability across HHS, state agencies and federal government.
 - ii. Real-time collection of reliable qualitative and quantitative data in key population areas
 - iii. Social Determinants of Health data strategy
 - iv. Key Health Equity Performance Indicators to measure strategic initiative outcomes
 - c. Strategic Planning - Health Equity integration into strategic planning
 - i. Provide recommendations on how to embed equity in HHS's performance, strategic, and operational plans.
3. Community Engagement and Participation Strategy - How is HHS proactively engaging community to be partners in the development of prevention and intervention strategies? How is HHS building transformative, enduring relationships with clients, community, and organizational partners based on mutual trust? When answering these questions contractor shall also address the following subtopics:
 - a. Proactive engagement and relationship building practices
 - b. Meaningful and results-based collaboration
4. The Contractor shall propose any additional relevant assessment topics in their Bid Proposal. If during the course of the assessment, the Contractor or Agency identifies additional assessment topics, the Contractor shall include those additional topic area(s) in the project scope, subject to Agency approval. The Contractor may use existing health equity assessments, or equity and inclusion assessments for organizations as a part of their proposed framework for the assessment.

Note that throughout the assessment, stakeholder and data confidentiality shall be maintained. Failure by the Contractor to maintain confidentiality may result in termination of the Contract.

1.3.1.2 Assessment Activities

"The Contractor shall perform a variety of Health Equity Assessment activities that shall include, at a minimum:

- Agency Approved all staff survey covering key topic areas.
- Interviews with internal and external stakeholders
- Focus Groups
- Review of existing HHS policies, procedures, and applicable statutes and regulations
- Review of other relevant assessments conducted i.e., workforce skills assessments or employee surveys
- Specific, Measurable, Achievable, Relevant, Time-bound, Inclusive, and Equitable (SMARTIE) goals

In addition to the required Health Equity Assessment activities, the Contractor shall perform additional activities that they believe will achieve the project goals. Additional activities may include, but shall not be limited to:

- SWOT and SOAR Analyses
- Benchmark analyses, best practices and innovations of peer states (Nebraska, Kansas, Missouri, other states as identified)
- Comparison to national standards and best practices

At a minimum, the proposed assessment activities shall utilize a variety of qualitative and quantitative methods including, but not limited to:

- Engagement with both internal and external stakeholders
- All-staff survey
- Involvement of staff members at all organizational levels in the assessment process
- Review and analysis of key Agency data

The Contractor shall conduct the assessment activities using a hybrid work model, which shall include both in-person and virtual work. Under this hybrid model, the Contractor shall conduct a majority of the activities virtually with a few key activities of the assessment in-person. These in-person activities, at a minimum, include the kickoff meeting(s), and the presentation of the Final Report of Findings and Recommendations. In-person meetings shall be conducted at an HHS office or other location determined by the Agency. The Agency, in conjunction with the Contractor, may determine other in-person requirements as needed. Activities, as determined by the Contractor and the Agency, that do not require in-person work may be conducted virtually.

The Contractor shall propose any additional activities not included in this Statement of Work. The Agency encourages Bidders to propose new and innovative assessment components. Further, if during the course of the assessment the Agency identifies additional necessary assessment activities, the Contractor shall include those additional activities in the project scope, subject to Agency review and approval. The contract scope may be amended to incorporate the mutually agreed upon scope of work.

1.3.1.3 Assessment Outcomes

The overarching goal of this assessment is to conduct a comprehensive assessment of current practices, workforce skills, and initiatives that support integration of Health Equity into programs and services.

The recommendations for HHS shall address the following questions:

- What are the internal mechanisms that need to be improved to embed equity as a consideration behind decisions and actions?
- What knowledge, skills, and abilities are most important for leadership to have to be able to lead with equity?

- What knowledge, skills, and abilities are required by staff to better serve diverse clients and communities?
- How can HHS implement fair strategies that promote equity, diversity, inclusion, and belonging for staff?
- Where are the most pressing areas to focus on to decrease inequities that exist for our clients?
- How can HHS leverage a Social Determinants of Health approach to improve well-being and prevent families from entering more deeply into intervention systems?
- What structural issues or barriers within the system may cause poor outcomes for individuals and families?
- How can HHS measure our progress and impact and use data to inform our Health Equity practice?
- How can HHS embed Data Equity into our data systems and processes?
- How can HHS detect data gaps and formulate leading & lagging indicators for overall well-being and disease prevention & health promotion in a Health Equity context?

In pursuit of the project's aim, the Contractor shall be responsible for developing goals, outcome measures, and performance metrics to gauge Agency success and subsequent impacts on internal supports that advance the Health Equity strategy. The Contractor shall separate its proposed goals, outcomes measures, and performance metrics by the key assessment topics described in Section 1.3.1.1.

These goals, and their related quantifiable outcome measure(s) and performance metric(s), should be SMARTIE. For each goal, the Contractor shall develop corresponding outcome measure(s) that describe the desired outcome(s) and how those outcome(s) will help achieve the identified goal. In addition, for each outcome measure, the Contractor shall develop specific key performance indicators that can be tracked in pursuit of the outcome(s) identified, and identify the appropriate roles for accountability. Please see an example of the desired structure for Goals, Outcome Measures, and Key Performance Metrics below.

- Goal: Ensure that staff have the skills and training necessary to address Health Equity
 - Outcome Measure: The number and percentage of staff who received internal training and/or capacity-building through OHE and Workforce Development
 - Key Performance Metric: Increase the percentage of non-central office staff receiving internal Health Equity training through OHE and Workforce Development by 5% in FY 25.

In addition to analyzing the current performance of the Agency compared to the Agency's goals, the Contractor shall compare Agency performance to generally accepted national health and human services standards and peer benchmark states through the lens of outcome measures related to key performance areas. The Contractor is encouraged to develop and analyze additional outcome measures related to Workforce Equity and Agency performance. A sample of key outcome categories has been included below:

- Recruitment and retention of staff representative of service populations and staff who have received culturally-aligned training
- Percent of contracts including Health Equity requirements
- Data disaggregation standards and processes that allow programs to identify disparities and trends in health and well-being
- Oversampling of smaller racial/ethnic populations in public health surveillance systems and surveys

1.3.1.4 Assessment Recommendations

The Contractor shall develop recommendations for improvement that are based on the questions, assessment findings, research, data analysis, literature, direct feedback from Agency staff and stakeholders, and any other resources available to the Contractor.

Recommendations shall be developed in line with HHS's goals and vision, as outlined in Sections 1.1 and 1.1.1, drawing on national best practices including Health Equity measures within Public Health Accreditation Board's accreditation standards and the 10 Essential Public Health Services. The proposed recommendations shall include comprehensive takeaways from the assessment, with specific findings and recommendations separated by the key assessment topics described in Section 1.3.1.1. All research questions listed in Section 1.3.1.1 should be addressed. Please see Section 1.3.1.5.4 for specific information on the content requirements for the Final Report of Findings and Recommendations.

1.3.1.5 Milestone Deliverables

The Contractor shall be responsible for developing, submitting, receiving Agency approval, and adhering to the following milestone deliverables. All milestone deliverables shall be considered in draft form and confidential until the Final Report of Findings and Recommendations (Milestone Deliverable 4) is approved by HHS.

1.3.1.5.1 Final Project Strategic Plan and Roadmap (Milestone Deliverable 1)

The Contractor shall develop an Agency approved preliminary project strategic plan and roadmap as part of their Technical Proposal which shall be reviewed and approved by HHS in accordance with Section 1.3.1.8.1.

The final project strategic plan and roadmap shall be completed within the time frame outlined in Table 1 in Section 1.3.1.6. The Final Project Strategic Plan and Roadmap shall outline the Contractor's strategy and processes for conducting the Health Equity assessment that the Contractor shall adhere to throughout the course of the Contract and submitting all required milestone deliverables as described in Section 1.3.1.8. As part of this milestone deliverable, the Contractor shall develop a timeline detailing key steps in the project and responsible parties. See Section 1.3.1.8.1 for additional details, including the process for Agency approval.

1.3.1.5.2 Preliminary Findings Progress Report (Milestone Deliverable 2)

The Contractor shall develop a Preliminary Findings Progress Report and present those findings to HHS for approval in accordance with the dates outlined in Section 1.3.1.6, Table 1. The Preliminary Findings Progress Report shall be developed after the initial data/information gathering phase (completion of interviews, review of documentations, etc.), and shall outline the Contractor's progress toward completion of assessment activities and any key findings up to that point. The Contractor shall leverage the Preliminary Findings Progress Report to develop additional assessment activities, subject to approval by HHS prior to implementation.

1.3.1.5.3 Initial Report of Findings and Recommendations (Milestone Deliverable 3)

The Contractor shall develop an Initial Report of Findings and Recommendations and shall present those findings and recommendations to HHS leadership for approval in accordance with the dates outlined in Section 1.3.1.6, Table 1. The Initial Report of Findings and Recommendations shall include, at minimum, the following:

- Summary of all assessment topics analyzed
- Summary of all assessment activities completed
- Summary of key findings and initial recommendations

Following the presentation of the Initial Report of Findings and Recommendations, HHS will review the report and provide feedback to the Contractor. Based on that feedback, the Contractor shall develop recommendations for additional assessment activities to be included in the Final Project Strategic Plan and Roadmap for Agency approval, as necessary.

Virtual Presentation to All Staff After Acceptance of Deliverable 3

The Contractor shall use the information from the Initial Report of Findings and Recommendations (Milestone Deliverable 3) to develop a virtual town hall presentation for HHS leadership and HHS staff. This presentation will be conducted three times by the bidder to allow staff ability to attend around pre-scheduled commitments. The presentation will be recorded in Zoom and will be the property of HHS.

Virtual Town Hall Presentation Timeline:

- HHS Acceptance of Deliverable
- Bidder shall have a up to **two weeks** to provide a copy of virtual town hall presentation to HHS Leadership for review.
- HHS leadership will review virtual town hall presentation and provides feedback within **two weeks**.
- Bidder shall conduct three presentations (one to HHS Leadership, and two to all staff) up to **two weeks** after receiving feedback from HHS Leadership

1.3.1.5.4 Final Report of Findings and Recommendations (Milestone Deliverable 4)

Based on the Final Findings identified through the assessment and Agency feedback on the Initial Report of Findings and Recommendations, the Contractor shall develop Final Recommendations for improvement for Agency approval in accordance with the dates outlined in Section 1.3.1.6, Table 1. The Final Report of Findings and Recommendations shall include comprehensive takeaways from the assessment, with specific findings and recommendations separated by the key assessment topics described in Section 1.3.1.1. The Contractor shall present the Final Report of Findings and Recommendations in-person. The Final Report of Findings and Recommendations shall include, at a minimum, the following:

- Final Report of Findings
 - Summary of HHS feedback on the Initial Report of Findings and Recommendations
 - Summary of additional assessment activities completed to strengthen initial findings
 - Summary of additional key findings and recommendations
 - Fiscal impact of implementation of recommendations
- Final Recommendations (note that the items listed below must be included for each Final Recommendation)
 - Detailed list of individual recommendations, organized by relevant assessment topic(s) described in Section 1.3.1.1, including the following (note that the items listed below must be included for each Final Recommendation):
 - Rationale and evidence for recommendation
 - Potential goals/outcomes/performance metrics connected to each recommendation
 - Plan for tracking and reporting these goals, outcomes, and performance metrics
 - Implementation Plan, including, at minimum, the following:
 - Recommendation description
 - Implementation timeline
 - Tasks to be performed
 - Necessary resources for implementation
 - Risk and reward analysis
 - Estimated cost for implementation
 - Estimated return on investment (ROI)
 - Communication Plan
 - Comprehensive Summary of Recommendations, including:
 - Alignment of recommendations to overall HHS goals and mission
 - Overall fiscal impact analysis of recommendations
 - Strategy and considerations for implementation of final recommendations, including prioritization of recommendations based on effort, impact, cost, implementation difficulty, feasibility, etc.

- Actionable recommendations for each HHS division

Virtual Presentation to All Staff After Acceptance of Deliverable 4

The Contractor shall use the information from the Final Report of Findings and Recommendations (Milestone Deliverable 4) to develop a virtual town hall presentation for HHS leadership and HHS staff. This presentation will be conducted three times by the bidder to allow staff ability to attend around pre-scheduled commitments. The presentation will be recorded in Zoom and will be the property of HHS.

Virtual Town Hall Presentation Timeline:

- HHS Acceptance of Deliverable
- Bidder shall have a up to **two weeks** to provide a copy of virtual town hall presentation to HHS Leadership for review.
- HHS leadership will review virtual town hall presentation and provides feedback within **two weeks**.
- Bidder shall conduct three presentations (one to HHS Leadership, and two to all staff) up to **two weeks** after receiving feedback from HHS Leadership

1.3.1.6 Project Timeline

HHS has developed a high-level timeline for this project. As part of their bid response, Bidders are required to draft a Preliminary Project Strategic Plan and Timeline that includes corresponding time frames and milestone deliverables. The Final Project Strategic Plan and Timeline will be required after the Contract start date, for Agency approval, in the time frame outlined in Table 1. The Contractor should take into consideration that assessment activities and Agency Review and Feedback on the Initial Report of Findings and Recommendations will require extensive stakeholder engagement with both internal (field staff, Agency staff, etc.) and external actors (families involved with the child welfare system, adoptive parents, etc.). The time necessary for coordination of different stakeholder groups for both assessment activities and feedback loops should be accounted for in any proposed project work plan.

Table 1: High-Level Project Timeline

Project Task	Timeline
Contract Start Date	January 1, 2024
Agency approved Final Project Strategic Plan and Roadmap (Milestone Deliverable 1)	January 15, 2024
Assessment Activities	January - March 2024
Preliminary Findings and Recommendations Progress Report Presented to Agency (Milestone Deliverable 2)	March 15, 2024
Initial Report of Findings and Recommendations (Milestone Deliverable 3)	April 15, 2024
Additional Assessment Activities	April -May 2024
Final Report of Findings and Recommendations presented to Agency (Milestone Deliverable 4)	June 20, 2024

Please note that the timeline above is provided as a current estimate, but final dates will be determined by the Agency in collaboration with the Contractor, subject to final approval by the Agency, after Contract award.

1.3.1.7 Implementation of Final Recommendations

At the Agency's option, the engagement may be extended for technical and project management assistance to support the implementation of recommendations based on the Agency-approved Final Report of Findings and Recommendations. If the Contractor provides these implementation services, the Contractor shall propose a fixed price for the implementation phase based on the contracted hourly rates. The Agency reserves the right to negotiate and execute an additional Statement of Work to implement these recommendations, at the Agency's sole discretion.

1.3.1.8 Project Management

1.3.1.8.1 Final Project Strategic Plan and Roadmap

The Contractor shall schedule initial meetings with HHS to discuss their Preliminary Project Strategic Plan and Roadmap, as well as the Agency's goals and reasons for conducting the Health Equity Assessment. Based on these discussions, the Contractor shall develop and adhere to a detailed Final Project Strategic Plan and Roadmap, which must be approved by the Agency. The Final Project Strategic Plan and Roadmap shall outline the Contractor's strategy and processes for conducting the Health Equity Assessment and submitting all required milestone deliverables. The Final Project Strategic Plan and Roadmap shall be grounded in an understanding of Iowa's specific goals, organization, and populations. Further, the Final Project Strategic Plan and Roadmap shall include, at a minimum, the following items:

- Assessment topics
- Assessment activities
- Stakeholder group(s) prioritized for engagement

The Contractor shall work in collaboration with the Agency and submit an initial Final Project Strategic Plan and Roadmap within five (5) business days after the initial project kick-off meeting for the Agency's approval. If necessary, the Contractor shall schedule follow-up meetings with the Agency before submitting a completed Final Project Strategic Plan and Roadmap by the date listed in Section 1.3.1.6, Table 1. The Final Project Strategic Plan and Roadmap shall be reviewed and updated monthly based on Agency feedback.

The Final Project Strategic Plan and Roadmap shall include all proposed and requested milestone deliverables for approval by the Agency. The Final Project Strategic Plan and Roadmap shall outline the detailed timeline for each phase of the assessment, with estimated timing information for each assessment activity and any relevant milestone deliverable(s) to be completed during each step. The Final Strategic Plan and Roadmap shall include a breakout of the assessment activities that will be conducted in-person and the assessment activities that will be conducted virtually.

The Agency may consider changes to the Final Project Strategic Plan and Roadmap during the life of the Contract if the Agency deems that changes are necessary. The Contractor may submit any requested changes to the Final Project Strategic Plan and Roadmap in writing to the Agency for the Agency's consideration. The Agency reserves the sole right to approve or deny the Contractor's request. If the Agency identifies necessary changes to the Final Project Strategic Plan and Roadmap, they will notify the Contractor in writing and request an updated Final Project Strategic Plan and Roadmap within five (5) business days of the Contractor's receipt of the Agency's requested change.

1.3.1.8.2 Progress Tracking and Reporting

The Contractor shall track assessment progress against the Final Project Strategic Plan and Roadmap. The Contractor shall update the Agency through Bi-Weekly Progress Reports, which shall include any

potential barriers to completion of the assessment or specific phases in accordance with the timeline outlined in the Final Project Strategic Plan and Roadmap. The Contractor is expected to track any quantitative and qualitative data necessary to inform these Bi-Weekly Progress Reports.

1.3.1.8.2.1 Bi-Weekly Progress Report

The Contractor shall prepare a Bi-Weekly Progress Report and submit this report to HHS every fourteen (14) calendar days. At a minimum, the report shall include:

- Description of assessment activities currently underway or completed
- Description of assessment topics currently being analyzed
- Additional assessment activities or topics to be included in the assessment, if applicable
- Progress towards assessment completion
- Barriers to assessment completion, if applicable
- Requested updates to the Final Project Strategic Plan and Roadmap, if applicable

1.3.1.8.3 Meetings and Communication

1.3.1.8.3.1 Kickoff Meeting

The Contractor shall facilitate an in-person kick-off meeting with HHS within five (5) calendar days of the Contract start date as listed in the Procurement Timetable unless otherwise approved by the Agency. The Contractor shall prepare and provide a detailed agenda and meeting summary.

1.3.1.8.3.2 Bi-Weekly Meetings

The Contractor shall meet at least bi-weekly with HHS to discuss progress, barriers, the Bi-Weekly Progress Report, and any other related issues proposed by HHS or the Contractor. The Agency anticipates these meetings will be needed at a weekly cadence during the first months of the project. These meetings may be conducted virtually or in-person, as requested by the Agency.

1.3.1.8.3.3 Ad-Hoc Meetings

The Contractor shall meet with HHS on an ad-hoc basis, as determined by the Agency. The Agency expects that meeting frequency may be higher during the initial project planning phase as well as before, during, and after completion of milestone deliverables. See Section 1.3.2 for details around Contractor performance and milestone deliverable review meetings. These meetings may be conducted virtually or in-person, as requested by the Agency.

1.3.1.9 Staffing

1.3.1.9.1 Staffing Requirements

The Contractor shall employ sufficient staff to conduct a comprehensive assessment of HHS's Health Equity practices and policies and adhere to this Statement of Work. The Contractor shall assign qualified, productive, and professional staff members to work under this Contract. Staff shall have demonstrated experience on their resumes that identify their roles and responsibilities in implementing projects or initiatives with an equity and/or health equity focus. Contractor staff shall ensure all services are conducted with behavior and language that demonstrate respect for socio-cultural values, diverse identities, and sexual/gender orientation. Contractor staff shall provide all services in a culturally-responsive manner.

The Contractor shall submit a staffing plan with position qualifications and resumes. HHS may conduct a monthly review of the Contractor's staffing plan to determine whether any changes in the personnel or number of staff are required to complete the milestone deliverables and assessment. HHS shall have final approval of any replacement personnel proposed at any time during the Contract.

At a minimum, the Contractor shall provide the following positions for this project:

- a) Project Director: Responsible for being the main point of contact with the Agency and ultimately responsible for the successful completion of the project.
- b) Project Manager: Responsible for overseeing day-to-day tasks of the project, ensuring timely and quality completion of milestone deliverables, and management of staff.
- c) Additional Support Staff: Responsible for supporting the Project Director and Project Manager in completion of day-to-day tasks and project activities.

All staff assigned by the Contractor shall perform the services mutually agreed upon by the parties under this Contract. The Contractor may not make any permanent or temporary changes to any staff positions without the Agency's prior written approval, unless any staff member assigned to this Contract terminates employment with the Contractor. In which case, the Contractor shall promptly submit the resume and references for the proposed replacement within fifteen (15) business days and obtain Agency approval prior to the proposed replacement's transition to the position. Resume(s) shall be submitted by the Contractor to Agency for review and approval. The review process and replacement of the position shall begin before the staff member departs, if possible.

During the Contract, the Agency shall have the right to require the Contractor to replace any individual assigned to the Contract should the Agency determine that the current holder of that position is unacceptable. Reasons for unacceptability include, but are not limited to, the inability of the individual to carry out work assignments or unsatisfactory job performance as determined by the Agency. The individual must be removed within ten (10) business days of the Agency's request for removal and be replaced within fifteen (15) business days after the position is vacant, unless a longer period of time is approved by the Agency. The position shall be replaced with personnel of equal or greater experience and qualifications, subject to approval by the Agency, regardless of the reason for replacement. Resumes and references for the replacement of the position shall be submitted for Agency review and approval prior to the Contractor making a job offer and no later than fifteen (15) business days from notification of a resignation or request for removal or within a time frame agreed upon by the Agency.

The Agency expects that certain assessment activities may require that Contractor staff travel to different regions and/or counties in the Agency. The Contractor shall have sufficient staff available for statewide activities.

1.3.1.10 Agency Responsibilities

The Agency will provide the following:

- Relevant data as allowed by federal and State data-sharing standards. Note that access to confidential Iowa HHS data may require contract amendments or additional agreements prior to data receipt.
- Current organizational structures and program delivery structures, including program guidelines, policies, or regulations.
- Office space during in-person work and access to meeting accommodations at the Agency's locations
- Access to Agency staff, when available, to conduct assessment activities.
- Other assistance and information as reasonably requested and necessary to completion of deliverables as agreed by the Agency.

1.3.2 Performance Measures.

The Contractor shall meet all Contractor Performance Measures related to the Contractor's scope of work as listed in the scope of work section 1.3. The Contractor Performance Measures are listed below.

- Milestone Deliverable Performance Measures

- Completeness of Milestone Deliverables
 - Each milestone deliverable includes the required content specified in the Contract and Agency-approved Final Project Strategic Plan and Roadmap.
- Timeliness of Milestone Deliverables
 - Each milestone deliverable shall have a corresponding submission deadline in the Agency-approved Final Project Strategic Plan and Roadmap. All milestone deliverables shall be submitted to HHS by the deadline, unless an exception is granted in writing by HHS.
 - 100% of the Deliverables shall be delivered and accepted by the agency timely in accordance with the agency approved timeline.
 - The Contractor shall respond to email or telephone inquiries from HHS within two business days of receipt.
- Quality of Milestone Deliverables
 - Each milestone deliverable shall be completed within a maximum of two (2) review cycles unless an exception is granted in writing by HHS.

The Contractor and the Agency shall schedule regular meetings to discuss Contractor's performance. The Contractor is required to show satisfactory progress towards the completion of milestone deliverables. Scheduling of review meetings shall be agreed upon mutually between Contractor and the Agency.

1.3.3 Payment Methodology

The Agency will pay the Contractor on a fixed-fee deliverable basis, an amount not to exceed \$500,000 for the duration of the contract including all amendments and renewals. Payment is dependent upon the successful completion and Agency Acceptance of the following payment milestones. Milestones shall be invoiced upon Agency Acceptance of Key Deliverables as identified in the table below. The Contractor shall not be entitled to any additional reimbursements including, but not limited to, travel for work related to these milestones. The Agency, at its sole discretion, may request detailed documentation from the Contractor to support expenses that have been invoiced for any given milestone. Contractor shall invoice the Agency on the state approved form within thirty (30) Calendar days of Agency Acceptance of the completed milestone.

Milestone Deliverable	Percent (%) of Total Contract Value	Milestone Deliverable Payment
1. Final Agency Approved Project Strategic Plan and Roadmap (1.3.1.5.1)	20%	<i>\$TBD</i>
2. Preliminary Findings Progress Report (1.3.1.5.2)	20%	<i>\$TBD</i>
3. Initial Report of Findings and Recommendations (1.3.1.5.3)	20%	<i>\$TBD</i>
4. Final Agency Approved Report of Findings and Recommendations (1.3.1.5.4)	40%	<i>\$TBD</i>
Total:	100%	<i>\$TBD</i>

1.3.3.1 Payment Withholds

The Agency will evaluate each milestone deliverable according to the milestone deliverable Performance Measures outlined in Section 1.3.2.

- When submitting invoices for Agency accepted milestones the Contractor shall invoice for no more than 90% of the total milestone fee. The remaining 10% shall be withheld and applied to the contract final invoice for services. In the event that a key deliverable as described in section 1.3 of the contract was not completed and accepted by the specified deadline as a result of Contractor performance, the Agency reserves the right to retain all or a portion of the retained contract amount (not to exceed 10% of the total contract value).

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:

Ryan M. Roovaart
Lucas State Office Building, 6th Fl
321 E. 12th St
Des Moines, IA 50319
Phone: 515-310-1129
rroovaa@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)

[Iowa Public Health Tracking Portal: https://tracking.idph.iowa.gov/](https://tracking.idph.iowa.gov/)

[Iowa HHS Data Dashboards Home https://hhs.iowa.gov/dashboard_welcome](https://hhs.iowa.gov/dashboard_welcome)

[Iowa HHS Table of Organization: https://hhs.iowa.gov/sites/default/files/HHS-Table-of-Organization.pdf](https://hhs.iowa.gov/sites/default/files/HHS-Table-of-Organization.pdf)

2.5 Intent to Bid.

The Agency requests that Bidders provide their completed Attachment I: Intent to Bid form 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 completed Attachment I: Intent to Bid form 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 a completed Attachment I: 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. Also, Only Bidders who submitted an Attachment I: Intent to Bid form by the due date and time listed in the Procurement Timetable will receive a log in to attend the virtual Bidders Conference. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

2.6 Bidders’ Conference.

The Bidders’ conference will be conducted virtually via Microsoft TEAMS on the date and time listed in the Procurement Timetable. Only Bidders who submitted an Attachment I: Intent to Bid by the due date and time

listed in the Procurement Timetable will receive a log in to attend the virtual Bidders Conference. A Microsoft TEAMS invitation to the Bidders Conference will be sent to the email listed on the Intent to Bid Form.

The purpose of the Bidders' conference is to inform prospective Bidders about the work to be performed and to provide prospective Bidders an opportunity to ask questions regarding the RFP. Verbal discussions at the conference shall not be considered part of the RFP unless incorporated into the RFP by amendment. Questions asked at the conference that cannot be adequately answered during the conference may be deferred and responded to in writing.

2.7 Questions, Requests for Clarification, and Suggested Changes.

Bidders who have provided their Attachment I - Intent to Bid on the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter "Questions") using Attachment G – Questions, Requests for Clarifications and Suggested Changes 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.

The Agency will post responses to questions received on the State's website at: <http://bidopportunities.iowa.gov/> by the dates provided in the Procurement Timetable. Follow-up questions to initial responses are permissible as long as all questions are received by the final due date and time for Bidder Questions as provided in the Procurement Timetable.

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

2.8 Submission of Bid Proposal.

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

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

2.9 Amendment to the RFP and Bid Proposal.

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

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

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

2.10 Withdrawal of Bid Proposal.

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

2.11 Costs of Preparing the Bid Proposal.

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

2.12 Rejection of Bid Proposals.

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

2.13 Review of Bid Proposals.

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

2.13.1 Mandatory Requirements.

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

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

2.13.2 Reasons Proposals May be Disqualified.

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

- Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);
- Bidder fails to comply with the RFP's formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);
- Bidder fails, in the Agency's opinion, to include the content required for the RFP;
- Bidder fails to be fully responsive in the Bidder's Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.3);
- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.6);

- Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7);
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process; or
- Bidder is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code §12J. This list is maintained by the Iowa Public Employees' Retirement System (IPERS). 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 Presentations.

At the discretion of the Agency, the Bidder may be required to provide a presentation of the Bid Proposal on the date(s) and at the location provided in the Procurement Timetable unless the Bidder is notified of a change prior to the presentation date(s). The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Agency. The Bidder may include slides, graphics, and other media selected to illustrate the Bidder's Bid Proposal.

2.24 Notice of Intent to Award.

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

2.25 Acceptance Period.

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

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

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

Bureau Chief
c/o Bureau of Service Contract Support
Department of Health and Human Services
Lucas State Office Building
321 E 12th Street
Des Moines, Iowa 50319-0075
email: reconsiderationrequest@dhs.state.ia.us

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

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

2.27 Definition of Contract.

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

2.28 Choice of Law and Forum.

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

2.29 Restrictions on Gifts and Activities.

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

2.30 Exclusivity.

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

2.31 No Minimum Guaranteed.

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

2.32 Use of Subcontractors.

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

2.33 Bidder Continuing Disclosure Requirement.

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

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

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

3.1 Bid Proposal Formatting.

Subject	Specifications
Paper Size	8.5" x 11" paper (one side only). 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 75 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 Proposal (separate Technical and Cost proposals). The original hard copy must contain original 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 1 flash drive, each with a copy identical to the content of the original hard copy of the Technical Proposal and 1 flash drive of the Cost Proposal, each with a copy identical to the content of the original hard copy of the Cost Proposal. • The Technical Proposal must be saved in less than three files, with a preference for the entire Technical Proposal in one file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.
Request for Confidential Treatment	<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

Subject	Specifications
	<p>determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential.</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.
- Bid Proposal Tab 3 shall not exceed 75 pages total.

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 state agencies, local government entities, or similarly sized entities within the last thirty-six (36) 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. Describe the equity requirements in this project.
- F. Start and end dates of contract for services as originally entered into between the parties;
- G. If the contract was terminated for any reason before completion of all obligations under the contract provisions, detail the reason(s) for the termination;
- H. Contract value;
- I. Whether the services were provided timely and within budget;
- J. 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;
- K. List administrative or regulatory proceedings or adjudicated matters related to this service to which the Bidder has been a party;
- L. Whether the Bidder has been debarred or suspended from federally-funded healthcare programs by any state or the federal government; and
- M. 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 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.

3.2.5.3 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:

- Attachment A: Release of Information Form
- Attachment B: Primary Bidder Detail & Certification Form
- Attachment C: Subcontractor Disclosure Form (one for each proposed subcontractor)
- Attachment E: Certification and Disclosure Regarding Lobbying

3.2.7 Reserved. (Financial Statements)

3.3 Cost Proposal.

Limitation on Funding

The Agency is limiting the funding that is available for this service. Cost Proposals may not exceed \$500,000 dollars for the entire term of the contract, including any extension years. Proposals that include cost proposals that exceed \$500,000 will be disqualified.

Content and Format.

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

- Attachment H: Cost Proposal

Section 4 Evaluation Of Bid Proposals

4.1 Introduction.

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

4.2 Evaluation Committee.

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

4.3 Proposal Scoring and Evaluation Criteria.

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

Scoring Guide.

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

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

Technical Proposal Components.

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

<u>Technical Proposal Components</u>	<u>Weight</u> (Max 200)	<u>Score (0-4)</u> (Evaluation Team score)	<u>Points Received</u> (Max 800)
Bidders Approach to Meeting Deliverables			
1.3.1.1 Assessment Topics	20		80
1.3.1.2 Assessment Activities	30		120
1.3.1.3 Assessment Outcomes	30		120
1.3.1.4 Assessment Recommendations	30		120
1.3.1.5 Milestone Deliverables	20		80

1.3.1.6 Project Timeline	10		40
1.3.1.7 Implementation of Final Recommendations	10		40
1.3.1.8 Project Management	5		20
1.3.1.9 Staffing	5		20
Bidder's Experience			
3.2.4 Bidder's Experience.	20		80
Personnel			
3.2.5 Personnel	20		80
Total	200		800

Total Points Possible for Technical Proposal and Cost Proposals: 1,000

- Technical Proposal (800 Points Possible)
- Cost Proposal (200 Points Possible)

Scoring of Cost Proposal Pricing.

Total Points Assigned to Pricing: 200.

Cost Proposal scoring will be composed of two (2) components:

- Component 1 – Pricing for Assessment Milestones (160 Points Possible)
- Component 2 – Fixed Price for Implementation Phase (40 Points Possible)

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

The formula is:

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

Total points awarded to pricing shall be determined by adding the component 1 Cost Proposal score and the component 2 Cost Proposal score for a total Cost Proposal score.

4.4 Recommendation of the Evaluation Committee.

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

Attachments Specific to This RFP

Attachment A: Release of Information
Attachment B: Primary Bidder Detail & Certification Form
Attachment C: Subcontractor Disclosure Form
Attachment D: Additional Certifications
Attachment E: Certification and Disclosure Regarding Lobbying Attachment
Attachment F: Sample Contract
Attachment G: Questions, Request for Clarifications and Suggested Changes
Attachment H: Cost Proposal
Attachment I: Intent to Bid Form
Attachment J: Iowa HHS Health Equity Framework
Attachment K: Health Equity Implementation Plan

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:	
UEI #:	
Bidder’s Accounting Firm:	
If Bidder is currently registered to do business in Iowa, provide the Date of Registration:	
Do you plan on using subcontractors if awarded this Contract? {If “YES,” submit a Subcontractor Disclosure Form for each proposed subcontractor.}	
	(YES/NO)

Request for Confidential Treatment (See Section 3.1)		
Check Appropriate Box: <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: [www.iowadot.gov](#); 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 Non procurement 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:	

Attachment F: 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 #
DSO 24-001	<i>{To be completed when contract is drafted.}</i>

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

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

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

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

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: Yes Which Agency? Iowa Department of Health and Human Services	ISPO Number: **ADD ISPO NUMBER**
Contract Include Sharing SSA Data? No	DoIT Number: N/A

Contract Execution

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

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

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

{To be completed when contract is drafted.}

1.2 Contract Purpose.

{To be completed when contract is drafted.}

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

{To be completed when contract is drafted.}

1.3.2 Performance Measures.

{To be completed when contract is drafted.}

1.3.3 Monitoring, Review, and Problem Reporting.

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

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

{To be completed when contract is drafted.}

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

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

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

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

damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

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

1.3.4 Contract Payment Clause.

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

{To be determined.}

1.3.4.2 Payment Methodology.

{To be completed when contract is drafted.}

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

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

1.3.4.5 Payment of Invoices.

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

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

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

1.4 Insurance Coverage.

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

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

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

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

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

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

1.5.3 Cloud Services. The Contractor shall comply with either of the following:

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

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

1.6 Reserved. (Labor Standards Provisions.)

1.8 Incorporation of General and Contingent Terms.

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

The contract warranty period (hereafter "Warranty Period") referenced within the General Terms for Services Contracts is as follows: One year from the date on which Agency provides notice of Final Acceptance.

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

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

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