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Iowa Department of Human Services

REQUEST FOR PROPOSAL (RFP)

Juvenile Re-Entry

DCAT5-20-002

Jenny Felt

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***RFP Purpose.***

The purpose of this RFP is to solicit proposals for the Re-entry and Transition Services designed to meet the devised goals of reducing recidivism and helping young adults maintain stable self-sufficiency, as well as provision of trained and Agency-approved Facilitator(s) to conduct the Family Team Decision-Making (FTDMs), Youth Transition Decision Making (YTDMs) or Youth Centered Meetings (YCMs), as appropriate, per FTDM/YTDM/YCM standards, through referrals from Juvenile Court Services for youth transitioning to adulthood.

***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 5additional 1**-**year terms. The Agency will have the sole discretion to extend the contract.

***Bidder Eligibility Requirements.***

The contract would allow for an educational training for potential candidates to conduct Family Team Meetings and Youth Family Team Meetings. Participants will attend the necessary training. A coaching and mentoring piece will be included as a piece of the training package. A 6-month grace period will be granted to get trained, coached and certified.

The Contractor(s) selected under the RFP process will be expected to provide trained FTDM/YTDM Facilitators with assigned approval numbers. Approved Facilitators will be required to maintain their number in accordance with the State Guidelines described in “Comm 439, Facilitator Approval” as found at https://www.iatrainingsource.org/ftdm-ytdm-documents.

The competency of a Facilitator is determined by demonstrated knowledge and skills related to Transitioning Youth resources and eligibility. All facilitators will need to meet DHS/JCS requirements for training and approval. All facilitators will be required to follow the DHS requirements for outcome and performance measures for FTDM and YTDM meetings.

**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.

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| **Event** | **Date** |
| Agency Issues RFP Notice to Targeted Small Business Website (48 hours): | **April 16, 2019** |
| Agency Issues RFP to Bid Opportunities Website | **April 18, 2019** |
| Bidder Letter of Intent to Bid Due By  | **May 3, 2019****12:00 p.m.** |
| Bidder Written Questions Due By | **May 10, 2019****12 p.m.** |
| Agency Responses to Questions Issued By | **May 20, 2019** |
| **Bidder Proposals and any Amendments to Proposals Due By** | **May 31, 2019****12:00 p.m.** |
| Agency Announces Apparent Successful Bidder/Notice of Intent to Award  | **June 7, 2019** |
| Contract Negotiations and Execution of the Contract Completed  | **June 15, 2019** |
| Anticipated Start Date for the Provision of Services | **July 1, 2019** |

**Section 1 Background and Scope of Work**

***1.1 Background.***

Often times, youth referred to Juvenile Court Services will end up in placement outside of their home. In order to reduce the instances of recidivism, it is the goal of the Re-entry and Transitioning Youth service to build skills related to maintaining self-reliance (financial, documentation, housing, medical, employment, education, mental health, etc.), understanding and accessing local resources and planning for the future. Another key to a successful re-entry into the community and transition to adulthood is the identification of positive adults who are mentors or otherwise committed to providing assistance and support when needed by the youth.

Re-entry or transition services will most often start when the youth begins placement so the youth and his/her family have an opportunity to build a relationship with the provider of services that should continue after discharge from placement.

In preparation for conducting Family Team Decision Making (FTDM) meetings, Youth Transition Decision Making (YTDM) meetings or Youth Centered Meetings (YCM), training, coaching and mentoring process will be outlined and implemented.

As part of the Re-entry services, the Successful Bidder shall incorporate Family Team Decision Making (FTDM) meetings, Youth Transition Decision Making (YTDM) meetings or Youth Centered Meetings (YCM), as applicable, into the transition-to-adulthood processes. Building teams at the time of crisis to support families where there is a risk of serious harm to the Youth or, during periods of transition, has been identified as a means to address the factors that threaten the Youth’s safety, establish permanency for the Youth, and promote well-being. Not all youth transitioning to adulthood will be ready for a youth-driven YTDM, but the Successful Bidder will be required to provide coordination of FTDM/YTDM/YCM services.

Building upon this philosophy and practice strategy, the Youth Transition Decision Making (YTDM) is a youth-centered practice model that follows standards similar to that of Family Team Decision Making (FTDM) and is offered to youth 14 years of age and older to assist with planning for their transition to adulthood.

The FTDM/YTDM/YCM meeting process will be initiated by a referral or approval from Juvenile Court Services. From that, the following meetings and tasks will be required:
a) Preparatory (Prep) meeting with the Youth (1.5 to 2.0 hours)
b) Contacting FTDM/YTDM/YCM participants
c) A Pre YTDM/YCM meeting or review of final “All About Me” presentation (1.5 to 2.0 hours)
d) FTDM/YTDM/YCM Meeting (1.5 hours)
e) Writing and submitting transition plan to JCO
f) Post meeting, when requested by the youth or the Facilitator
g) Other activities as requested by the Agency

Although there is not a history for the provision of FTDM/YTDM/YCM meetings for Juvenile Court Services, it is anticipated that FTDM/YTDM Facilitation will be a growing. The majority of youth will be from the 2nd Judicial Juvenile Court; however, their actual location will vary based upon the community referrals and client placement situations.

***1.2 RFP General Definitions.***

Definitions in this section correspond with capitalized terms in the RFP.

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

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

**“Concurrent Planning”** means establishing one or more alternative Permanency plan goals for a Youth. When a Youth is in out-of-home placement, it means working toward reunification with the parents while at the same time establishing one or more alternative Permanency plan goals.

**"Contract Monitor"** means the person(s) responsible for monitoring available funds, writing contracts and amendments, monitoring and reviewing contracts and overseeing reimbursement request accuracy. This person also works with the Decategorization Board and the Agency on oversight and approval. The Contract Monitor is authorized to perform these duties as delegated by the Contract Owner and will be the Decategorization Coordinator.

**“Family Team Decision Making (FTDM)”** is both a philosophy and a practice strategy for delivering Child welfare services.

**“Family Team Meeting (FTM)”** means a key component of Family Team Decision Making that engages families and participants to find strength based and permissible solutions to situations that the family and youth is currently engaged in. It is a gathering of family members and extended family, friends, the Juvenile Court Officer, Agency Case Manager, Safety Plan/FSRP Contractor, providers, community professionals, and other interested people who, with the assistance of a Family Team Meeting Facilitator, plan to enhance the safety, permanency, and well-being of a Youth and family through development and review of an individualized Family Case Permanency Plan.

**“Independent Living”** means the various options for youth to live on their own, including Supervised Apartment Living or the youth making his/her own living arrangements, independent and outside of living at home or another person’s home.

**"JCS"** means Juvenile Court Services.

**“JCO”** means Juvenile Court Officer.

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

**“Re-entry Staff”** provides transition services for youth from residential/inpatient treatment to the community; provides instructional assistance, and interaction and communication with clients, staff, and other agencies.

**“Re-entry Youth”** refers to youth released from residential/inpatient treatment to community supervision. Many juveniles return to their communities with serious risk and need areas unaddressed, complicating their chances for successful re-entry. Juvenile aftercare and/or re-entry programs have emerged to address these youths' unique needs and the risk they pose to public safety.

 **“TIPs Book”** refers to The Transition Information Packet (TIP) as a resource for youth preparing to enter adulthood. TIP contains information on Education, Employment, Money Management, Housing, Health and Transportation. Youth who are referred will receive a copy of the TIP.

**“Transition Planning Specialist”** works as career counselors identify the youth's abilities, education and training. These types of specialists account for people's interests, working on interview, job searching and resume writing skills to help achieve a desired career.

**“Youth Transition Decision Making (YTDM)”** provides a positive and action-oriented response by caring adults and professionals to address the needs and desires of the youth. The YTDM planning process will help the worker complete case plans through a youth-adult partnership approach. Planning for education, employment, health, support networks, and housing will all be addressed throughout the process. In order to achieve positive results associated with the FTDM and YTDM process; this set of standards and practice guidance was developed in collaboration with DHS and external stakeholders to ensure that every family is offered the opportunity to participate in the FTDM and YTDM process unless the family is unwilling or to do so at this time would place a family member in danger. YTDM applies the FTDM process, philosophy, and practice strategy for youth transitioning into adulthood. Building teams to support youth and young adults who are at risk of homelessness, unemployment, and poor health has been identified as an effective means to address the factors that threaten a successful transition.

**“Youth Centered Meeting (YCM)”** means that youth have a say in the programs that help them and that the needs and preferences of youth drive the policy and financing decisions that affect them. Youth are meaningfully involved and partner in outreach, activities and evaluation.

***1.3 Scope of Work.***

**1.3.1 Deliverables.**

The Contractor shall provide the following:

1. An identified outside Facilitator will be contracted and perform instruction for the Family Team Decision Making Meetings and Youth Transition Decision Making Meetings (FTDM/YTDM) workshops.
	1. Contact class participants to coordinate a workshop time, as well as, gain insight in understanding their personal business goals to better serve families they work with by providing Family Team Decision Making Meetings and Youth Transition Decision Making Meetings (FTDM/YTDM).
	2. Provide training in a manner consistent with the technical and professional Family Team Meeting Family Team Decision Making Meetings and Youth Transition Decision Making Meetings (FTDM/YTDM) standards established through the Iowa Department of Human Services
	3. The training will utilize the Standardized JCS Forms.
	4. Provide all necessary Training Materials to be copied for participants.
	5. Encourage participants to role play during workshop by cuing the group and add key points so their efforts develop a plan that will work for the family and team during role playing.
	6. Facilitator will offer support and answer participant’s questions during workshop.
	7. Identify referrals for leads to conduct FTDM/YTDM for certification purposes.
2. Accept all Re-entry and transitioning youth referrals:
	1. Re-entry staff shall make contact with the re-entry youth within 10 business days of the referral from Juvenile Court Services or their designee.
3. Develop personalized transition plans:
	1. Re-entry staff shall utilize clients’ own stated goals and ideas for achieving stable self-sufficiency
	2. Re-entry staff shall assist the youth to identify potential personal, interpersonal, or external barriers to individual goals and implement or refer to services to mitigate those barriers.
	3. Plans shall identify personal or external resources / strengths that can be utilized in meeting goals, taking into consideration cultural and gender competency, developmental and age appropriate intervention (ages 14-21), incorporating goals that foster healthy youth development
	4. Provide TIP materials to youth who become transition age and Re-entry staff shall cover the materials in the TIP with the youth.
	5. Re-entry staff shall become subject-matter experts on services and programming available for transition age youth and will collaborate with other agencies and programs providing transition services to youth aging out.
	6. Re-entry staff shall coordinate with Juvenile Court Services and the Department of Human Services and the Transition Planning Specialist to monitor completion of the Casey Life Skills Assessment, or any assessment designated by the State of Iowa, that is used in transition planning.
	7. Re-entry staff will identify and work with school personnel within the first 15 business days after the referral
	8. At a minimum of 1 meeting throughout the re-entry process between the youth and their home school personnel to ensure the success of the student once the youth returns home.
	9. Re-entry staff shall identify, in conjunction with Juvenile Court Services staff, re-entry youth appropriate for transition-to-adulthood planning and which FTDM/YTDM/YCM approach along the Youth Transition Decision Making Continuum (Attachment E) is applicable to their needs.
4. Coordinate with Juvenile Court Services:
	1. Assess transition needs, writing transition plans, filling out referrals forms assisting Juvenile Court Officers (JCOs) with transition meetings
	2. Update JCS on current and new opportunities for youth, related to maintaining stable self-sufficiency
5. Provision of Family Team or Youth Transition Decision-Making Meetings:
	1. The Contractor will accept all completed FTDM/YTDM/YCM referrals from the Juvenile Court Services and the Agency. An exception to accepting a referral must be approved in writing by the Chief Juvenile Court Officer of the 2nd Judicial District or his/her designee.
	2. The Contractor will provide Facilitator(s) who are trained in FTDM/YTDM/YCM and have an assigned Family Team Decision Making Meeting Facilitator approval number provided by the Agency.
	3. YCM are staff who are in the process of obtaining YTDM/FTDM certification and will work closely with a YTDM/FTDM facilitator. The TCM has 6-months to obtain certification.
	4. The Contractor will conduct FTDM/YTDM/YCM Meetings in accordance with the established statewide FTDM/YTDM standards developed in collaboration with the Agency and external stakeholders. The most current versions of these documents must always be used.
	5. The Contractor will perform the following activities upon receipt of the completed referral, which will include but be not limited to:
		1. Initiate FTDM/YTDM/YCM meeting planning with the youth within two (2) working days of the receipt of the completed referral to start transition discussion and determine FTDM/YTDM/YCM Meeting attendees.
		2. The Contractor shall schedule all FTDM/YTDM/YCM within five (5) Business Days from the date of referral unless an extension is approved by a JCO.
		3. Contact the Juvenile Court Officer for background information on the youth within two (2) working days of the receipt of the completed referral.
		4. Schedule and facilitate the initial FTDM/YTDM/YCM within 30 calendar days or less of placement.
		5. Coordinate and conduct all preparatory work for the FTDM/YTDM/YCM.
		6. Encourage and lead the youth in the FTDM/YTDM/YCM at critical junctures throughout the life of the case, which will include:
			1. The development of the FTDM/YTDM/YCM Plan for each youth;
			2. When the case progress indicates a need for Concurrent Planning as indicated by JCS or the youth;
			3. When benchmarks/goals are not achieved (determine a need to reassess services and supports, interventions, etc.);
			4. When placement changes, levels of care changes or permanency decisions are made;
			5. Before case closure to plan for sustainability.
			6. In all JCS referrals, priority will be given to a Youth FTDM/YTDM/YCM if the youth’s age is 90 days or less prior to turning age 18, in addition to other meetings held.
	6. The Contractor will complete the FTDM/YTDM/YCM Plan Notes as set forth by the Agency, and submit to the referring Juvenile Court Officer or designee within seven (7) calendar days from the date of the FTDM/YTDM/YCM Meeting.
	7. The Contractor will conduct all subsequent FTDM/YTDM/YCM as needed or requested by JCS and will provide all supplies, food, interpreters, co-facilitators, equipment and any materials necessary to conduct a FTDM/YTDM/YCM Meeting.
	8. The Contractor will administer an approved satisfaction survey to all FTDM/YTDM/YCM Meeting participants. The results will be tabulated and submitted to JCS.
	9. The Contractor shall schedule the FTDM/YTDM/YCM process, following the FTDM/YTDM/YCM steps:
		1. Within the first 30 days of placement;
		2. Within 30-45 days prior to release; and,
		3. Within the first 30-45 days after release.
	10. The Contractor shall train other Facilitators, as referred by JCS and/or the Agency, in coaching and mentoring of the FTDM/YTDM process per Agency standards.
	11. The Contractor shall provide Technical Assistance on the YTDM as requested by JCS.
6. The Contractor shall provide Quarterly Reports to the Contract Monitor with the following information on all Re-entry and Transitioning Youth Services, including FTDM/YTDM/YCM Meetings held, within that Quarter:
	1. Number of Re-entry youth served
	2. Number of New Re-entry youth served broken down by: total, New Female, New African-American, New Hispanic, New Asian/Pacific Islander, New Native American, New “Other”
	3. Number of FTDM/YTDM/YCM Referrals
	4. Number of first time FTDM/YTDM/YCM Meetings
	5. Number of Follow-up FTDM/YTDM/YCM Meetings
	6. Areas of opportunity to improve process and collaboration
	7. Areas of hurdles that may prevent success of any part of the Scope of Work
	8. Survey Results
	9. Facilitators will be required to follow JCS and DHS requirements for outcomes and performance measures for FTDM/YTDM/YCM meetings.
7. The Contractor will coordinate reimbursement for Facilitator activities and all taxable payment information in accordance with regulations and timeframes specified by the Internal Revenue Service.

**Agency Responsibilities.**

* Juvenile Court Services shall provide completed referrals for Youth Transition Decision Making Meeting facilitation.
* DHS will be responsible for validating YTDM Facilitators, YTDM Coaches/Mentors and those providing Technical Assistance.
* DHS will notify Juvenile Court Services of training dates for certification of FTDM and YTDM. Juvenile Court Services will recommend individuals for training sessions.
* JCS will mentor the process of training in YCM meetings, as available.

**1.3.2 Performance Measures.**

1. 95% of Re-entry youth will have been contacted by Contractor staff within 10 days of the referral for services from JCS.
2. Establish connections with youth:
	1. 90% of youth will have an identified positive adult committed to providing support and guidance as needed on an ongoing basis.
	2. 100% of the youth will receive attempted outreach contacts every 30 days for six months, if they are not otherwise having regular contact.
	3. 100% of the youth will receive attempted outreach contacts every three months after the initial six months, if they are not otherwise having regular contact
3. Develop personalized transition plans:
	1. 100% of youth who are referred shall receive assistance from Re-entry staff in completion of referrals, associated document fulfillment and any meetings held as part of the transition placement planning.
	2. 100% of clients will have the completion of their Casey Life Skills Assessment, or other assessment designated by the State of Iowa, monitored in coordination with Juvenile Court Services and the Department of Human Services and the Transition Planning Specialist, when applicable.
	3. 100% of youth will have a written transition plan within six weeks of referral
4. 100% of Quarterly Reports shall be submitted to the Decategorization Coordinator according to the following schedule:
	1. July, August, September – Due October 15
	2. October, November, December - Due January 15
	3. January, February, March - Due April 15
	4. April, May, June - Due July 15

**1.3.3Contract Payment Methodology.**

In accordance with the payment terms outlined in this section and the completion of the Deliverables as set forth in this RFP, the Successful Bidder will be compensated as follows. The total annual fee for this service is $87,000 for the contract period of (12) twelve months. This fee is directly related to program and limited administrative costs for the services provided to the 2nd JCS District this may include mileage, food, cell phone, supplies, staff time, other. These costs need to be submitted on the proposed budget (Attachment F). The Successful Bidder shall be paid a flat-fee per meeting that will consist of the following: 1) Successful training, coaching, and approved facilitators; 2) meeting with the youth to initiate the YTDM, FTDM or YCM; 3) arranging YTDM, FTDM or YCM and getting "all about me" completed; 4) conducting the actual YTDM, FTDM or YCM; 5) providing final documentation of the YTDM, FTDM or YCM and following up with all parties involved; and, 6) a follow-up YTDM and FTDM meeting within the community once the JCS youth returns home with school personnel and other identified supports. It is expected reimbursement rates will be at a lower compensation for the YCM than the YTDM and FTDM meeting. The Successful Bidder shall not be eligible for any other compensation or benefits including, but not limited to, insurance, paid leave or retirement.

In accordance with the payment terms outlined in this section and the completion of the Deliverables as

The Successful Bidder shall be paid for the completion of the deliverables and performance measures set forth in this RFP on a monthly basis. Payments will be made upon review and approval of the GAX and attached supporting documentation. If the Successful Bidder fails to meet any of the deliverables and performance measures for three (3) consecutive months or more than 50% of any given six (6) month period, the Agency will implement a performance improvement plan to achieve the deliverables and performance measures as outlined in this RFP. If after six (6) months of unsuccessful achievement of the deliverables and performance measures the Agency may at its sole discretion reduce the monthly payment by 10% per month until the Successful Bidder has achieved the deliverables and performance measurable as directed in this RFP.

The Contractor shall submit a GAX to the Agency for goods and services rendered. The invoices shall be submitted to the Agency with appropriate documentation as necessary to support all charges included on the invoice. The Agency shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514 (2003 Supp.) The Agency may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514.

Claims shall be submitted to: Jenny Felt, DCAT/CPPC Coordinator, Dallas County Human Services Campus, 25747 N Ave., Suite A, Adel, IA 50003-4420.

**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:

Jenny Felt

Dallas County Human Service Campus
25747 N. Ave., Suite A
Adel, IA 50003

Phone: 515-993-1710

jfelt@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. The Issuing Officer will respond only to questions regarding the procurement process.

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

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

***2.4 Online Resources.***

Resources related to this RFP are available at the following website: <https://www.iatrainingsource.org/ftdm-ytdm-documents>. Materials available electronically include: All the most current forms and documents related to FTDM and YTDM facilitation and certification as well as any updates.

Facilitators with an active DHS assigned approval number can register to use the state-level FTDM/YTDM application which allows for standardized tracking of outcomes. Information regarding this application can be found in the attached manual. YDM facilitators do not have an approval number, and therefore cannot use this application.

***2.5 Intent to Bid.***

The Agency requests that bidders provide their intent to bid to the Issuing Officer by the date and time in the Procurement Timetable. Electronic mail is the preferred delivery method. The intent to bid should include the bidder's name, contact person, mailing address, electronic mail address, fax number, telephone number, and a statement of intent to submit a bid in response to this RFP. Though it is not mandatory that the Agency receive an intent to bid, the Agency will only respond to questions about the RFP that have been submitted by bidders who have expressed their intent to bid. The Agency may cancel an RFP for lack of interest based on the number of letters of intent to bid received.

***2.6 Reserved. (Bidders’ Conference)***

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

Bidders who have provided their intent to bid on the RFP are invited to submit written questions, requests for clarifications, and/or suggestions for changes to the specifications of this RFP (hereafter “Questions”) by the due date and time provided in the Procurement Timetable. Bidders are not permitted to include assumptions in their Bid Proposals. Instead, bidders shall address any perceived ambiguity regarding this RFP through the question and answer process. If the Questions pertain to a specific section of the RFP, the page and section number(s) must be referenced. The Agency prefers to receive Questions by electronic mail. The bidder may wish to request confirmation of receipt from the Issuing Officer to ensure delivery.

Written responses to questions will be posted at <http://bidopportunities.iowa.gov/> by the date provided in the Procurement Timetable.

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

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

The Bid Proposal shall be received by the Issuing Officer by the time and date specified in the Procurement Timetable. 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. Bidders mailing Bid Proposals shall allow ample mail delivery time to ensure timely receipt of their Bid Proposals. It is the bidder’s responsibility to ensure that the Bid Proposal is received prior to the deadline. Postmarking or submission to a courier by the due date shall not substitute for actual receipt of the Bid Proposal by the Agency.

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

The Agency reserves the right to amend or provide clarifications to the RFP at any time. Amendments will be posted to the State’s website at <http://bidopportunities.iowa.gov/>. If the 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.

If the bidder amends their Bid Proposal, the amendment shall be in writing and signed by the bidder. The bidder shall provide the same number of copies of the amendment as is required for the original Bid Proposal, for both hardcopy and CD-ROM(s) or USB flash drives, in accordance with the Bid Proposal Formatting Section. The amendment must be also be submitted on a CD-ROM or USB flash drives. It is a mandatory requirement that the Issuing Officer shall receive any amendments by the deadline for submitting Bid Proposals. However, if the RFP is amended after receipt of proposals, any bid amendment must be received by the deadline set by the Agency.

***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 to the Issuing Officer. Electronic mail and faxed requests to withdraw will not be accepted.

***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 enter into a contract.

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

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

**2.13.1 Mandatory Requirements.**

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

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

**2.13.2 Reasons Proposals May be Disqualified.**

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

* Bidder initiates unauthorized contact regarding this RFP with employees other than the Issuing Officer (See RFP Section 2.2);
* Bidder fails to comply with the RFP’s formatting specifications so that the Bid Proposal cannot be fairly compared to other bids (See RFP Section 3.1);
* Bidder fails, in the Agency’s opinion, to include the content required for the RFP;
* Bidder fails to be fully responsive in the Bidder’s Approach to Meeting Deliverables Section, states an element of the Scope of Work cannot or will not be met, or does not include information necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.4);
* Bidder’s response materially changes Scope of Work specifications;
* Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.3);
* Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
* Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
* Bidder fails to respond to the Agency’s request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.

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.

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 § 22.8.

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

***2.21 Copyrights.***

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

***2.22 Release of Claims.***

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

***2.23 Reserved. (Presentations)***

***2.24 Notice of Intent to Award.***

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

***2.25 Acceptance Period.***

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

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

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

Bureau Chief

c/o Bureau of Service Contract Support

Department of Human Services

Hoover State Office Building, 1st Floor

1305 E. Walnut Street

Des Moines, Iowa 50319-0114

email: reconsiderationrequest@dhs.state.ia.us

The Agency must receive the written request for reconsideration within five days from the date of the notice of disqualification or notice of intent to award decision, whichever is earlier. The written request may be mailed, emailed, or delivered. It is the bidder’s responsibility to assure timely delivery of the request for reconsideration. 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 to be governed by the laws of the State of Iowa without giving effect to the conflicts of law provisions thereof. Changes in applicable laws and rules may affect the negotiation and contracting process and the resulting contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought and maintained in the appropriate Iowa forum.

***2.29 Restrictions on Gifts and Activities.***

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

***2.30 Exclusivity.***

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

***2.31 No Minimum Guaranteed.***

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

***2.32 Use of Subcontractors.***

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

***2.33 Bidder Continuing Disclosure Requirement.***

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

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

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

***3.1 Bid Proposal Formatting.***

| **Subject**  | **Specifications** |
| --- | --- |
| **Paper Size** | 8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper. |
| **Font** | Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial.  |
|  **Page Limit** | The Bid Proposal is limited to 50 pages. Financial information, resumes, and RFP Forms will not count toward the page limit.  |
| **Pagination** | All pages are to be sequentially numbered from beginning to end (do not number Proposal sections independently of each other). |
| **Bid Proposal General Composition** | Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal. Technical Proposals submitted in multiple volumes shall be numbered in the followingfashion: 1 of 4, 2 of 4, etc.Bid Proposals must be bound and use tabs to label sections. |
| **Envelope Contents and Labeling**  | Envelopes shall be addressed to the Issuing Officer.The envelope containing the original Bid Proposal shall be labeled “original” and eachenvelope containing a copy of the Bid Proposal shall be labeled “copy.” Each envelopemust be numbered to correspond with the number of copies of Proposals.The Technical and Cost Proposals must be packaged separately with each copy in itsown envelope. |
| **Number of Hard Copies** | Submit one (1) original hard copy of the Proposal and 6 identical copies of the original. The original hard copy must contain original signatures.  |
| **CD-ROM/USB Flash Drive** | The Technical Proposal and Cost Proposal must be provided on separate CD(s) or USBflash drives. The CD-ROM or USB flash drives must be placed in the envelope with theoriginal Bid Proposal. The Technical Proposal must be saved in less than five files. The CD(s) or USB flashdrives must be compatible with Microsoft Office 2007 (or later) software. Proposalsshall be provided in Microsoft Word format. An additional Proposal copy may besubmitted in PDF format. Files shall not be password protected or saved withrestrictions that prevent copying, saving, highlighting, or reprinting of the contents.  |
| **Request for Confidential Treatment** | Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:The bidder will complete the appropriate section of the Primary Bidder Detail Form &Certificationwhich requires the specific statutory basis supporting the request forconfidential treatment and an explanation of why disclosure of the information is not inthe best interest of the public. The bidder shall submit one (1) complete paper copy of the Bid Proposal from whichconfidential information has been redacted. This copy shall be clearly labeled on thecover as a “public copy”, and each page upon which confidential information appearsshall be conspicuously marked as containing confidential information. The confidentialmaterial shall be redacted in such a way as to allow the public to determine the generalnature of the material removed. To the extent possible, pages should be redactedsentence by sentence unless all material on a page is clearly confidential under the law.The bidder shall not identify the entire Bid Proposal as confidential. The Cost Proposal will be part of the ultimate contract entered into with the successfulbidder. Pricing information may not be designated as confidential material. However,Cost Proposal supporting materials may be marked confidential if consistent withapplicable law. The bidder shall submit a CD-ROM or USB flash drive containing an electronic copy ofthe Bid Proposal from which confidential information has been redacted. This CD-ROMor USB flash drive shall be clearly marked as a “public copy”.  |
| **Exceptions to RFP/Contract Language** | If the bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.The Agency reserves the right to either execute a contract without further negotiation with the successful bidder or to negotiate contract terms with the selected bidder if the best interests of the Agency would be served.  |

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

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

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

**Transmittal Letter.**

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

The forms listed below are attachments to this RFP. Fully complete and return these forms behind Tab 3:

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

**3.2.4 Information to Include Behind Tab 4: Bidder’s Approach to Meeting Deliverables.**

The bidder shall address each Deliverable that the successful contractor will perform as listed in Section 1.3 (Scope of Work) by first restating the Deliverable from the RFP and then detailing the bidder’s planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the bidder’s approach, and should not merely repeat the Deliverable.

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

**Note:**

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

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

* FTDM/YTDM Certification number of the person(s) who will be facilitating FTDMs and YTDMs.

**3.2.5 Information to Include Behind Tab 5: Bidder’s Background.**

The bidder shall provide the information set forth in this section regarding its experience and background.

**3.2.5.1 Experience.**

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

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

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

For each similar service, provide a matrix detailing:

1. Project title;
2. Project role (primary contractor or subcontractor);
3. Name of client agency or business;
4. General description of the scope of work;
5. Start and end dates of contract for services as originally entered into between the parties;
6. If the contract was terminated for any reason before completion of all obligations under the contract provisions, detail the reason(s) for the termination;
7. Contract value;
8. Whether the services were provided timely and within budget;
9. 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;
10. List administrative or regulatory proceedings or adjudicated matters related to this service to which the bidder has been a party; and
11. Contact information for the client’s project manager including address, telephone number, and electronic mail address.

**3.2.5.1.3** 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.

**3.2.5.1.4** 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 electronic mail address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. Persons who are currently employed by the Agency are not eligible to be references.

**3.2.5.1.5** Description of experience managing subcontractors, if the bidder proposes to use subcontractors.

**3.2.5.2 Personnel.**

The bidder shall provide the following information regarding personnel:

**3.2.5.2.1 Tables of Organization.**

Illustrate the lines of authority in two tables:

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

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

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

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

* Include names and credentials for the project manager and any additional key project personnel who will be involved in providing 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, if the bidder is selected as the successful bidder. Resumes should not include social security numbers.
* Include the project manager’s experience managing subcontractor staff if the bidder proposes to use subcontractors.
* Include the percentage of time the project manager and key project personnel will devote to this project on a monthly basis.

**3.2.5.3 Reserved. (Financial Statements)**

***3.3 Cost Proposal.***

**Pricing Restrictions.**

**Contract Budget.**

The Agency is limiting the funding that is available for these services. The amount of funding available for these services is $87,000annually.

**Content and Format.**

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

1. Cost of FTDM/YTDM/YCM
2. Cost of FTDM/YTDM/YCM follow-up meeting once the youth returns into the community.
3. Sub-contracted services per referral
4. Other expenses not previously cited but may be incurred as part of the delivery of services (mileage, food, cell phone, supplies, etc.)
5. A detailed narrative of stated expenses

**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:

|  |  |  |  |
| --- | --- | --- | --- |
| ***Technical Proposal Components*** | ***Weight*** | ***Score (0-4)*** | ***Potential Maximum Points*** |
| **Transmittal Letter 3.2.1** | 25 | ------- | 100 |
| **Table of Contents Section 3.2.2** | *Although this will not be scored, important to include* | ------- | ------- |
| **RFP Forms Section 3.2.3** | 25 | ------- | 100 |
| ***Bidder’s approach to Meeting Deliverables Section 3.2.4*** | *-------* |  |  |
| Accept all Re-entry and transitioning youth referralsSection 1.3.1.1 | 25 | ------- | 100 |
| Develop personalized transition plansSection 1.3.1.2 | 75 | ------- | 300 |
| Coordinate with Juvenile Court ServicesSection 1.3.1.3 | 25 | ------- | 100 |
| Provision of Family Team or Youth Transition Decision-Making MeetingsSection 1.3.1.4 | 100 | ------- | 400 |
| The Contractor shall provide Quarterly Reports to the Contract Monitor with the following information on all Re-entry and Transitioning Youth Services, including FTDM/YTDM Meetings held, within that QuarterSection 1.3.1.5 | 25 | ------- | 100 |
| FTDM/YTDM Certification number of the person(s) who will be facilitating FTDMs and YTDMsSection 1.3.1.4a | 25 | ------- | 100 |
| ***Experience******Section 3.2.5*** | *-------* |  |  |
| Level of technical experience providing this type of servicesSection 3.2.5.1.1 | 25 | ------- | 100 |
| Experience with similar services, Sections 3.2.5.1.2 | 25 | ------- | 100 |
| Description of all current contracts and projects, Section 3.2.5.1.3 | 25 | ------- | 100 |
| 3 Letters of Reference, Section 3.2.5.1.4 | 25 | ------- | 100 |
| Experience managing subcontractors, if proposing 3.2.5.1.5 | 25 | ------- | 100 |
| ***Personnel Section 3.2.5.2*** | *-------* |  |  |
| Table of Organization Section 3.2.5.2.1 | 25 | ------- | 100 |
| Names and Credentials of Key Corporate PersonnelSection 3.2.5.2.2 | 25 | ------- | 100 |
| Information About Project Manager and Key Project Personnel Section 3.2.5.2.3 | 25 | ------- | 100 |

**Scoring of Cost Proposal Pricing.**

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

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

**Total Points Assigned to Pricing: 525**

**Total Points Possible for Technical: 2,100**

**Total Points Available (Technical and Cost Proposal): 2,787.5**

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

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

**Attachment A: Release of Information**

*(Return this completed form behind Tab 3 of the Bid Proposal.)*

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

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

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

Printed Name of Bidder Organization

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

Signature of Authorized Representative Date

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

Printed Name

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

*(Return this completed form behind Tab 3 of the Proposal. If a section does not apply, label it “not applicable”.)*

|  |
| --- |
| **Primary Contact Information (individual who can address issues re: this Bid Proposal)** |
| **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:** |  |
| **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)** |
| **Location in Bid (Tab/Page)** | **Statutory Basis for Confidentiality** | **Description/Explanation** |
|  |  |  |

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

**PRIMARY BIDDER CERTIFICATIONS**

1. **BID PROPOSAL CERTIFICATIONS. By signing below, Bidder certifies that:**
	1. Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
	2. Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
	3. Bidder has received any amendments to this RFP issued by the Agency;
	4. No cost or pricing information has been included in the Bidder’s Technical Proposal; and,
	5. The person signing this Bid Proposal certifies that he/she is the person in the Bidder’s organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.
2. **SERVICE AND REGISTRATION CERTIFICATIONS. By signing below, Bidder certifies that:**
	1. Bidder certifies that the Bidder organization has sufficient personnel resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
	2. Bidder certifies that if the Bidder is awarded the contract and plans to utilize subcontractors at any point to perform any obligations under the contract, the Bidder will (1) notify the Agency in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the Agency and contractor to the subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under this contract;
	3. Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFP; and,
	4. Bidder certifies it is either a) 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 b) 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 void if the above certification is false. Bidders may register with the Department of Revenue online at: <http://www.state.ia.us/tax/business/business.html>.
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 3 of the Bid Proposal. Fully complete a form for* ***each*** *proposed subcontractor. If a section does not apply, label it “not applicable.” If the bidder does not intend to use subcontractor(s), this form does not need to be returned.*)

|  |  |
| --- | --- |
| **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; and,
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.

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.)*

**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.

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

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

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.
5. The bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**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.

**CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994**

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.

**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, bidder agrees to provide a drug-free workplace by:
2. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. establishing a drug-free awareness program to inform employees about:

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

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

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

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

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

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

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

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

**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.

**Attachments Specific To This RFP**

**Attachment E: Des Moines Service Area DCAT Project Report Form**

*Due Quarterly to DCAT Coordinator*

**Agency: Contact Person: Project: Juvenile Re-Entry**

**DCAT Dollar Amount Awarded: $ FY 2020 year**

**Check Reporting Period**: July 1 – September 30, 2019 October 1 – December 31, 2019 January 01 – March 31, 2020 April 01 – June 30, 2020

|  |  |  |  |
| --- | --- | --- | --- |
| **Reporting Period & Program Goal** | **What Has Happened with the Program - How many have you serve this reporting period?** | **Performance Measures Data - Answer performance measures within contract** | **What Difference Did It Make?  *(To the Community, Youth, DHS, JCS, etc.)*** |
|  |   |   |   |
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**Attachment F – Cost Proposal Form Example**

*NOTE:*

* *This form must be completed and returned with the Bid Proposal. This form may not be marked confidential in whole or in part.*
* *Pricing information cannot be shielded from the public or other bidders under Iowa law.*
* *Budget details can be provided on a separate document.*

|  |
| --- |
| **Total Cost Per Referral for All Services** |
| **Grand Total $** |

|  |  |  |
| --- | --- | --- |
| **Category** | **Expense Description*****(****Justification-Narrative)* | **Cost**  |
| **1.Cost per FTDM/YTDM/YCM**  |  |  |
| **2. Cost per FTDM/YTDM Follow-up Meeting in the Community** |  |  |
| **4. Sub-Contracted Services per Referral** |  |  |
| **5. Other Expenses per Referral *(mileage, food, cell phone, supplies, staff time, etc.)* Please show each identified.** |  |  |
| **Grand Total $** |  |  |