

REQUEST FOR PROPOSAL (RFP)

Iowa Child Abuse Prevention Program (ICAPP) Administrative Services ACFS 24-047

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RFP Purpose.

The Iowa Child Abuse Prevention Program (ICAPP) is the Agency's primary approach to the prevention of Child Maltreatment. The purpose of this Request for Proposals (RFP) is to solicit Proposals from qualified Bidders for the delivery of statewide administrative support services to establish, expand, support, and evaluate local community-based Child Maltreatment prevention Projects for the Iowa Department of Human Services, pursuant to Iowa Code § 235A.1. The Agency seeks qualified Bidders to implement effective strategies to reduce the rate of Child Maltreatment in Iowa and to increase Protective Factors for families at an increased Risk of Child abuse or neglect. The successful Bidder shall administer a comprehensive Program to include a continuum of both Primary and Secondary Prevention efforts.

Duration of Contract.

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

Bidder Eligibility Requirements.

The Bidder must not have any ownership or affiliation with any entity or subcontracting entity currently receiving Program funds. See Attachment H for a list of all current funded Projects by County. Please also see Transmittal Letter in Section 3.2.1.

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):	August 29, 2022
Agency Issues RFP to Bid Opportunities Website	August 31, 2022
Bidder Letter of Intent to Bid Due By	September 13, 2022 2:00 p.m.
Bidder Written Questions Due By (1st Round)	September 13, 2022 2 p.m.
Agency Responses to Questions Due By	September 19, 2022
Bidder Written Questions Due By (2 nd Round)	September 23, 2022 2:00 p.m.
Agency Responses to Questions Issued By	September 29, 2022
Bidder Proposals and any Amendments to Proposals Due By	November 1, 2022 2:00 p.m.
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	January 9, 2023
Contract Negotiations and Execution of the Contract Completed	May 1, 2023
Anticipated Start Date for the Provision of Services	July 1, 2023

Section 1 Background and Scope of Work

1.1 Background.

The Iowa Child Abuse Prevention Program (ICAPP) was designed with the understanding that each community is unique and has its own distinct strengths and challenges in assuring the safety and well-being of Children, depending upon the resources available. Therefore, the Program has been structured in such a way that it allows for local Community-Based Volunteer Coalitions or Councils to apply for Program funds to implement Child Abuse Prevention Projects based on the specific needs of their respective communities.

ICAPP is funded by a combination of state and federal funds focused on the prevention of Child Maltreatment. Federal funding includes the following federal sources:

Promoting Safe and Stable Families (PSSF) - Funding is available to prevent Child Maltreatment among families at Risk through the provision of supportive family services.

Temporary Assistance for Needy Families (TANF) - Funding is available to promote self-sufficiency and marriage for low-income families. Goals include the following:

- To prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies; and
- To encourage the formation and maintenance of two-parent families.

Community-Based Child Abuse Prevention (CBCAP) – Funding is available for community-based efforts to promote Protective Factors for families in order to reduce incidence of Child Abuse and Neglect. An emphasis is placed on parent leadership, use of Evidence-Based and/or Evidence-Informed practices, and strong collaborations and shared learning to strengthen resources at the community, state, and national levels. CBCAP goals include:

- To decrease the rate of first-time victims of Child Maltreatment;
- To decrease first-time perpetrators of Child Abuse; and
- Increase the percentage of CBCAP total funding that supports Evidence-Based and Evidence-Informed Child Abuse prevention programs and practices.

CBCAP-funded programs shall target services referenced in the CBCAP Federal Program Instruction. These target populations include:

- New parents or teen parents;
- Parents and/or Children with Disabilities;
- Racial and ethnic minorities;
- Members of underserved or underrepresented groups;
- Fathers;
- Homeless families or those at Risk of homelessness;
- Unaccompanied homeless youth; and
- Adult former victims of Child Abuse and Neglect or domestic violence.

Child Abuse Prevention and Treatment Act (CAPTA) Basic State Grant

• Within Iowa's state CAPTA plan, funds are designated for the purposes of "developing and enhancing the capacity of community-based programs to integrate shared leadership strategies between parents and professionals to prevent and treat Child Abuse and Neglect at the neighborhood level."

1.1.1 Iowa Child Abuse Prevention Program.

The Iowa State Legislature first established the Iowa Child Abuse Prevention Program (ICAPP) through the 1982 Iowa Acts Chapter 1259. The Program, as defined in Iowa Code § 235A.1, is supported through a fund created in the state treasury under the control of the Agency. The estimated budget for the entire ICAPP program, including the funding for this Program Administrative contract, for State Fiscal Year (SFY) 2024 is estimated to be approximately \$1.8 million. Iowa Code § 235A.1 (Iowa Code § 235A.1) specifically states:

235A.1 Child abuse prevention program.

- 1. a. A program for the prevention of child abuse is established within the state department of human services. Any moneys appropriated by the general assembly for child abuse prevention shall be used by the department of human services solely for the purposes of child abuse prevention and shall not be expended for treatment or other service delivery programs regularly maintained by the department. Moneys appropriated for child abuse prevention shall be used by the department through contract with an agency or organization which shall administer the funds with maximum use of voluntary administrative services for the following:
 - (1) Matching federal funds to purchase services relating to community-based programs for the prevention of child abuse and neglect.
 - (2) Funding the establishment or expansion of community-based prevention projects or educational programs for the prevention of child abuse and neglect.
 - (3) To study and evaluate community-based prevention projects and educational programs for the problems of families and children.
 - b. Funds for the programs or projects shall be applied for and received by a community-based volunteer coalition or council.
- 2. The director of human services may accept grants, gifts, and bequests from any source for the purposes designated in subsection 1. The director shall remit funds so received to the treasurer of state who shall deposit them in the general fund of the state for the use of the child abuse prevention program.

1.1.2 Iowa Child Abuse Prevention Program fund.

In addition to establishing the ICAPP, the State Legislature also established a specific trust fund to keep the funds designated to the Program separate from other Agency programs and services. Similar programs in other states, which were developed around the same time, commonly still refer to these prevention programs as "Children's Trust or Prevention Funds". The idea of "trust funds" stemmed from Dr. Ray E. Helfer, an internationally renowned pediatrician in the field of Child Maltreatment prevention, who likened the "trusts" to those used to care for highways and natural resources. The first of these such "state trust funds" was established in Kansas in 1980, with most states following suit in the next few years. Regarding the specific "fund" established in Iowa in 1982, Iowa Code § 235A.2 (Iowa Code § 235A.2) directs the Agency to do the following:

235A.2 Child abuse prevention program fund.

- 1. A child abuse prevention program fund is created in the state treasury under the control of the department of human services. The fund is composed of moneys appropriated or available to and obtained or accepted by the treasurer of state for deposit in the fund. The fund shall include moneys transferred to the fund pursuant to an income tax checkoff provided in chapter 422, division II, if applicable. All interest earned on moneys in the fund shall be credited to and remain in the fund. Section 8.33 does not apply to moneys in the fund.
- 2. Moneys in the fund that are authorized by the department for expenditure are appropriated, and shall be used, for the purposes described in section 235A.1 of preventing child abuse and neglect.

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1.1.3 Child Abuse Prevention Program Advisory Committee (CAPPAC).

In addition to ICAPP, the state legislature also established the Child Abuse Prevention Advisory Council in 1982 (previously referred to as the "Governor's Advisory Council" or GAC). Iowa Statute was amended in 2010 to make the previous stand-alone council into the Child Abuse Prevention Program Advisory Committee (CAPPAC) under the direction of the Council on Human Service (2010 Iowa Acts Chapter 1031). The Committee's primary goals (as defined in Iowa Code 217.3A (Iowa Code § 217.3A)) are to:

- (1) Advise the director of human services and the administrator of the division of the department of human services responsible for child and family programs regarding expenditures of funds received for the child abuse prevention program;
- (2) Review the implementation and effectiveness of legislation and administrative rules concerning the child abuse prevention program;
- (3) Recommend changes in legislation and administrative rules to the general assembly and the appropriate administrative officials;
- (4) Require reports from state agencies and other entities as necessary to perform its duties;
- (5) Receive and review complaints from the public concerning the operation and management of the child abuse prevention program; and
- (6) Approve grant proposals.

The Child Abuse Prevention Program Advisory Committee plays an intricate role in the administration of the Program and will work closely with the Agency in setting Program goals and evaluating the Contractor's performance.

1.1.4 Program Grantees – Community-Based Volunteer Coalitions.

Per Iowa Code, Program funds are available only to Community-Based Volunteer Coalitions or Community Councils as stated in Section 235A.1 and as defined by 441 Iowa Admin Code Ch. 155 as "that group of persons who, by consensus of a community's human service providers, represent that community's interests in the area of prevention of Child abuse and neglect and who serve in the representational capacity without compensation. The consensus of the community's human service providers may be demonstrated through letters of support or similar documentation."

Local Community Councils throughout the state, which may apply for Program funds, shall include multidisciplinary representation of professionals with expertise in specific areas related to Child Maltreatment prevention. In addition, Councils shall meet regularly, assess the needs of their community, and propose funding for Projects that will meet the local area's needs as they relate to the prevention of Child Maltreatment. The Contractor will be responsible for engaging, supporting, and further developing existing Community Councils and establishing new Councils in areas where one may not already exist.

Child Abuse Prevention Councils – Historical Background Information

Traditionally, the entities outlined in statute have been referred to as "Child Abuse Prevention Councils" and each Coalition or Council must exist as an independent legal entity in order to receive funding from the state. As a result, most Councils maintain their own 501c3 non-profit status, although some have also been absorbed into larger local public entities or non-profits (i.e., local Public Health Departments or Social Service organizations). These larger parent organizations are still required to meet the definition of a "Community-Based Volunteer Coalition or Council" as defined in 441 Iowa Admin Code Ch. 155, as well as in this RFP.

CPPC – Historical Background Information

Community Partnerships for Protecting Children (CPPC) is a community-based approach to child protection. Partnerships or sites work to prevent child abuse, neglect, re-abuse, safely decrease the number

Page **5** of **63** Form Date 6/24/20 of out-of-home placements, and promote timely reunification. CPPC sites do not exist as separate legal entities and therefore the Agency and/or each awarded CPPC site has had to identify a legal entity to act as a recipient for ICAPP funds for each awarded Project contract. These Fiscal Agents have then been responsible for accepting and disbursing funds to the identified service providers on behalf of the CPPC.

The definition in 441 Iowa Admin Code Ch.155 is broad enough to include Councils or CPPC sites. However, in order to enhance Program efficiency, liability, and accountability, recipients of funding will need to exist as legal entities or identify a parent organization willing to "Do Business As" the community's Coalition or Council. The successful Bidder of this RFP will be the Program Administrator for Community-Based Volunteer Coalitions or Councils for the provision of services to prevent Child Maltreatment in Iowa in each of the identified service areas (i.e., a county or group of counties). See Attachment H for a list of counties, project types, and funding amounts.

1.1.5 Current and Future Path of the Iowa Child Abuse Prevention Program.

The Program is currently and will continue to include statewide administrative support services, which is the purpose of this RFP. Program funds for the ICAPP Grantee Projects have been maintained within state accounts and paid through individual contracts issued to each Coalition/Council or CPPC site through a competitive procurement process. Current ICAPP Grantee Projects will run through June 30, 2025. A map of existing contracts by county is in Attachment G.

Current Projects funded under ICAPP (and the number of Projects) include:

- Home Visitation Services (14)—voluntary evidence-based home-visiting models
- Parent Development (18)—parent support, education, and leadership
- Resilient Communities Demonstration Projects (4)
- Sexual Abuse Prevention (14)—healthy sexual development, and adult/Child focused instruction

The Program has increasingly utilized Evidence-Based and Evidence-Informed practices. The impact of the Program is measured through the Protective Factors Survey (PFS) and Life Skills Progression when applicable based on Project type. It is expected that the successful Bidder will review the evaluation and analyses that has been conducted over recent years. Annual evaluation reports are located in Attachments K-N (SFY 2017-2021) for ICAPP along with reviewing any other relevant data, to develop a strategic plan for continuing to move the Program toward data-driven decisions and accountability.

General Scope of Work Requirements

A general overview of the Scope of Work is summarized below. The Scope of Work is also provided in greater detail in Section 1.3 Scope of Work. The successful Bidder of this RFP will be required to provide Deliverables that shall include, but not necessarily be limited to, the following:

- (1) A comprehensive assessment of current Child Maltreatment prevention efforts in Iowa and development of a strategic plan to reduce Child Maltreatment in Iowa. Activities include, but are not limited to:
 - Identification of various federal, state, and local initiatives underway in Iowa with a primary or secondary goal of reducing Child Maltreatment;
 - Identification of federal, state, local, and private resources available;
 - Assessment of current ICAPP funded Projects;
 - Development of a strategic statewide plan for Child Maltreatment prevention; and
 - Implementation and ongoing review/revision of plan.

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- (2) The establishment or expansion of community-based Projects for the prevention of Child abuse and neglect throughout the state, including all administrative support services. Activities include, but are not limited to:
 - Providing Child Abuse Prevention Council and/or CPPC support and development;
 - Developing a statewide Project RFP for Agency approval;
 - Assisting the Agency in disseminating the Project RFP as directed;
 - Coordinating, in conjunction with the Agency, the Project RFP review and selection process;
 - Drafting Project contracts and providing ongoing monitoring of local service contracts;
 - Providing training and technical assistance for Projects;
 - Assisting the Agency in meeting reporting requirements for various Federal funding, i.e., CAPTA, PSSF (Title IV B), TANF, and CBCAP; and
 - Assisting in the fulfillment of State Lead Agency activities related specifically to the Federal requirements laid out in statute for the CBCAP Program (42 U.S.C. 5166).
- (3) Research and evaluation of community-based prevention Projects. Activities include, but are not limited to:
 - Conducting ongoing evaluation of state abuse rates and statistics;
 - Identifying specific trends in Child Maltreatment data in Iowa that may assist in predictive analysis and enhance the ability to target services to families most at Risk;
 - Correlating Program areas for funding with trends in rates of abuse in each category;
 - Supporting the use of Evidence-Based (EB) and Evidence-Informed (EI) curricula in Projects and monitoring the fidelity to model for such Projects;
 - Supporting Projects in the process of Continuous Quality Improvement (CQI);
 - Evaluation of local Project outcomes, as well as broader statewide Program outcomes;
 - Analyzing and reporting trends on data collected via the state's Family Support Statewide Database (FSSD) system; and
 - Implementing and evaluating emerging and promising practices in community-based Child abuse prevention.

1.2 RFP General Definitions.

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

"Agency" means the Iowa Department of Human Services.

"Bid Proposal" or "Proposal" means the Bidder's Proposal submitted in response to the RFP (ACFS 24-047).

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.

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"Administrative Costs" means costs associated with "Administration" as defined in Cost Principles for Non-Profit Organizations (OMB Circular A–122), Title 2 in the Code of Federal Regulations (CFR), subtitle A, chapter II, part 230. Administration is defined as general administration and general expenses such as the director's office, accounting, personnel, library expenses and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable).

"Agency Contract Manger" means the Agency staff person assigned to monitor and manage the Contract that results from this solicitation.

"Bidders" means the agencies or organizations that submit Proposals in response to this Request for Proposals.

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

"Child Abuse Prevention and Treatment Act" or *"CAPTA"* means the Federal Child Abuse Prevention and Treatment Act, which was originally enacted in Public Law 93-247 in 1974. CAPTA has since been amended many times and was last reauthorized in 2010 (P.L. 111-320). Title II of CAPTA, originally established in 1996, includes the Community-Based Child Abuse Prevention (CBCAP) program.

"Child" or *"Children"* means a person(s) who meets the definition of a Child in Iowa Code § 232.68 as any person under the age of eighteen years.

"Child Abuse Prevention Advisory Committee" or *"Committee"* means the Child Abuse Prevention Advisory Committee as specified in Iowa Code § 217.3A.

"Child(ren) with a Disability" means a Child with a Disability as defined in section 602 of the Individuals with Disabilities Education Act (20 U.S.C. 1401), or an infant or toddler with a Disability as defined in section 632 of such Act (20 U.S.C. 1432).

"Child and Family Services Review (CFSR)" means the federal process established by the Children's Bureau in a final rule in the Federal Register (45 CFR Parts 1355, 1356 and 1357) to establish a process for monitoring state Child welfare programs. Under the rule, states are assessed for substantial conformity with federal requirements for Child welfare services.

"Child Maltreatment" or "Maltreatment" refers to abuse or neglect as defined in Iowa Code § 232.68.

"Community-Based Child Abuse Prevention program" or *"CBCAP"* means the Federal Community-Based Child Abuse Prevention program (Title II of CAPTA) in which funds are allocated to states by the federal government for the following purposes:

- support community-based efforts to develop, operate, expand, enhance, and coordinate initiatives, programs, and activities to prevent Child abuse and neglect and to support the coordination of resources and activities to better strengthen and support families to reduce the likelihood of Child abuse and neglect; and
- (2) to foster understanding, appreciation, and knowledge of diverse populations in order to effectively prevent and treat Child abuse and neglect.

Page **8** of **63** Form Date 6/24/20 "Community-Based and Prevention-Focused Programs and Activities Designed to Strengthen and Support Families to Prevent Child Abuse and Neglect" or "Core Services" means family resource programs, family support programs, voluntary home visiting programs, respite care programs, parent education, mutual support programs and other community programs or networks of programs that provide activities that are designed to prevent Child Maltreatment.

"Community-Based Volunteer Coalition or Council" or *"Community Council"* means that group of persons who, by consensus of a community's human service providers, represent that community's interests in the area of prevention of Child abuse and neglect and who serve in the representational capacity without compensation. The consensus of the community's human service providers may be demonstrated through letters of support or similar documentation.

"Community Partnership for the Protection of Children (CPPC)" means the concept of shared responsibility for preventing and addressing Child abuse and neglect between the Agency, formal Child welfare service providers, community-based programs, and local community members. The guiding framework for these groups includes four specific strategies:

- Shared Decision Making
- Neighborhood/Community Networking
- Family and Youth Centered Engagement (Genuinely engage families and youth to identify strengths, resources, and supports to reduce barriers and help families and youth succeed.)
- Policy and Practice Change

"Community Partnership Shared Decision-Making Steering Committee" means a group of representatives from each local Community Partnership for the Protection of Children (CPPC) site that serves as the executive committee for the site. This group takes primary responsibility for self-evaluation, setting the ongoing direction of the partnership site, and leading outreach efforts to inform the broader public about the purposes and benefits of community Child protection.

"Comprehensive Needs Assessment" or "Needs Assessment" means a systematic process for determining and addressing needs, or "gaps" between current conditions and desired conditions or "wants." The discrepancy between the current condition and wanted condition must be measured to appropriately identify the need.

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

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

"Contractor" means the single agency or organization with which the Agency contracts for administration of the Child abuse prevention Program funds.

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

"Disproportionate Representation" or "Disparity" means that a particular racial or ethnic group has a higher, or lower, incidence or percentage of involvement in the various levels of the Child welfare system in a defined area than the racial or ethnic group's percentage of the total population in the defined area.

"Evidence-Based Practice" means practices or service approaches whose effectiveness at achieving desired outcomes for specific target populations of Children and families has been substantiated or validated by some sort of independent empirical research. Information on evidence-based services can be obtained in a variety of ways, including through contacts with various public and private organizations that collect and disseminate service information. Examples of such organizations include: the Child Welfare League of America, the American Public Human Services Association (APHSA), and the Center for the Study of Social Policy, the Casey Foundation, Casey Family Services, the Federal Department of Health and Human Services, and university schools of social work.

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

"Facilities" means "Facilities" as defined in Cost Principles for Non-Profit Organizations (OMB Circular A–122), Title 2 in the Code of Federal Regulations (CFR), subtitle A, chapter II, part 230. Facility costs are defined as depreciation and use allowances on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses.

"Family Support Statewide Database" or *"FSSD"* means the database currently maintained through the Iowa Department of Public Health. At the time of the release of this RFP, the database being used is DAISEY (Data Application and Integration Solutions for the Early Years). This database is currently being used by various early childhood programs in Iowa. Information on DAISEY can be found here: <u>http://daiseyiowa.daiseysolutions.org/</u>

"Federal Fiscal Year" means the period beginning October 1st and ending September 30th of the following year.

"FRIENDS" means "Family Resource Information, Education, and Network Development Service". FRIENDS National Center for Community-Based Child Abuse Prevention (CBCAP) is a service of the United States Department of Health and Human Services, Administration for Children and Families, Children's Bureau. FRIENDS is a federally mandated Training and Technical Assistance Provider for CBCAP lead agencies.

"Indirect Costs" means costs as defined in Cost Principles for Non-Profit Organizations (OMB Circular A–122), Title 2 in the Code of Federal Regulations (CFR), subtitle A, chapter II, part 230. Indirect Costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. For the purposes of this RFP, examples of Indirect Costs shall include costs classified within two broad categories: "Facilities" and "Administration."

"Iowa Child Abuse Prevention Program (ICAPP)" or *"Program"* means that Program established by Iowa Code § 235A.1. Use of either term in the context of this Request for Proposals refers to the Program as a whole rather than individual Projects funded under the Program.

"Participant" means any adult, Child, or family who participates in any Project funded under the Iowa Child Abuse Prevention Program.

"Primary Prevention" means prevention activities that are directed at the general population and attempt to stop Maltreatment before it occurs.

Page **10** of **63** Form Date 6/24/20 "Program Administrator" or "ICAPP Administrator" means the entity contracted by the Agency to provide administrative support services for ICAPP,

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

"Project(s)" mean the individual local service Projects funded under the Iowa Child Abuse Prevention Program, as awarded by the Agency.

"Project Grantees" or *"Grantees"* means the organizations and subcontractors that have been awarded funding by the Agency for individual Projects under the Program.

"Protective Factors" means conditions in families and communities that, when present, increase the health and well-being of Children and families. They are attributes that serve as buffers, helping parents who might otherwise be at Risk of abusing their Children to find resources, supports, or coping strategies that allow them to parent effectively, even under stress.

"PSSF" means Promoting Safe and Stable Families: Title IV-B, Subpart 2, of the Social Security Act. PSSF is a discretionary federal fund designated by the Agency for use in the prevention of Child Maltreatment through ICAPP.

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

"Risk" or *"Risk Factors"* means conditions in families and communities that, when present, increase the probability or likelihood that a Child in the future will experience Maltreatment.

"Secondary Prevention" means prevention activities with a high-Risk focus that are offered to populations that have one or more Risk factors associated with Child Maltreatment. Common high-Risk populations would include families with substance abuse, teen parents, parents of special need Children, single parents, and low-income families, among others.

"Shared Decision Making" means the process by which a local decision-making body established by each Community Partnership for the Protection of Children site (CPPC) reviews the effectiveness of community Child protection and engages community members to participate in and support the initiative.

"Special Populations" as identified under CBCAP, may include but are not limited to:

- Racial and ethnic minorities, including Native Americans
- Parents of Children with special needs
- Parents with disabilities
- Fathers and relative Caregivers
- Homeless youth and families and those at risk of being homeless

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

"State Lead Agency" means the single entity identified by the Governor of each state to administer the funds for the implementation of community-based and prevention-focused programs and activities designed to strengthen and support families to prevent child abuse and neglect. The designation of a lead entity by the Governor should be based on a determination that the entity is the most appropriate organization to accomplish both the Child abuse

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- (1) integrate Child abuse and neglect prevention services and activities; and
- (2) leverage and blend state, federal and private funds at the local level for these activities. Lead entities must:
 - (a) Be an existing public, quasi-public, or nonprofit private entity that exists to strengthen and support families to prevent Child abuse and neglect;
 - (b) Demonstrate the ability to work with other state and community-based agencies to provide training and technical assistance; and
 - (c) Demonstrate the commitment to involving parents who are consumers and who can provide leadership in the planning, implementation, and evaluation of programs and policy decisions of the lead agency in achieving the outcomes of the program.

The State Lead Agency in Iowa is the Iowa Department of Human Services or the "Agency" as referred to in this RFP.

"Temporary Assistance to Needy Families (TANF)" means the federal assistance program that was created by the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996. TANF block grant funds are included in the overall budget for the Program.

"Title IV-B" means Title IV, Part B of the Social Security Act as amended by the Child and Family Services Improvement Act. This is the act which authorizes PSSF funding, one of the sources of funding for the Program.

"Voluntary Administrative Services" means the local administrative duties that are met through the use of the Community-Based Volunteer Councils. Councils are not compensated through ICAPP funds and serve in a representational capacity without compensation.

1.3 Scope of Work.

Deliverables, Performance Measures, and Monitoring Activities.

The Contractor shall preform services that include, but may not be limited to, the following.

1.3.1 Comprehensive Assessment of Child Maltreatment Prevention Efforts in Iowa and Development of a Strategic Plan

1.3.1.1 Comprehensive Statewide Assessment and Strategic Plan Services

The Contractor shall conduct a comprehensive needs assessment, to include a review of programs in the state of Iowa with a primary or secondary goal of preventing Child Maltreatment. In doing this, the Contractor shall also review all current funded ICAPP Projects to determine the level of overlap between the various programs, initiatives, and funding sources. This analysis will assist the Contractor in mapping out the current resources and programming available in Iowa, identifying areas of duplication and gaps in services, and developing a strategic plan for Child Maltreatment prevention in the state.

1.3.1.2 Comprehensive Statewide Assessment and Strategic Plan Deliverables

A. Comprehensive Needs Assessment of Child Maltreatment in Iowa.

a. The Contractor shall conduct a thorough statewide inventory of current programs, initiatives,

and funding in Iowa with a primary or secondary goal of preventing Child Maltreatment.

i. Contractor shall, at minimum, consider the following programs:

- MIECHV (Maternal Infant Early Childhood Home Visitation) Program Iowa Department of Public Health (IDPH);
- Maternal and Child Health Programs (Title V) IDPH;

- HOPES/HFI (Healthy Families Iowa) Home Visitation Program IDPH;
- Early Childhood Iowa, Family Support Programs Department of Human Services (DHS);
- Decategorization Iowa Department of Human Services (DHS);
- Family Development and Self-Sufficiency (FaDSS Program) and other Community Action Association Programs– Department of Human Rights (DHR);
- Shared Visions, Early Access, Early Head Start or other educational programs for children and families identified at-risk Iowa Department of Education (IDOE); and
- Sexual Abuse Prevention programs funded through ICASA (Iowa Coalition Against Sexual Assault) or other similar statewide organizations or state agencies (i.e., IDPH, Iowa Attorney General's Office, etc.).
- b. The Contractor shall provide an overview of how these programs intersect with current ICAPP funded Projects. This analysis shall include, at minimum, the following:
 - i. The percentage of ICAPP funded Projects also receive funding from other state agencies or statewide programs,
 - ii. The range and average of the percentage these total Project budgets are funded through ICAPP (i.e., of those with blended funding, what portion of the budget is from ICAPP vs. other sources).
 - iii. The overarching program purposes, goals, or objectives of these other sources of funding and how well they align or differ from the goals of ICAPP to prevent Child Maltreatment.
- c. The Contractor shall provide an analysis of the number/percentage of current ICAPP funded Projects that utilize an Evidence-Based or Evidence-Informed curricula and whether the result of such evidence is correlated specifically to preventing Child Maltreatment or if the evidence relates to other factors (i.e., school readiness, juvenile justice prevention, etc.).
 - i. The Contractor shall conduct this analysis in accordance with Evidence-Based clearinghouses and other reliable sources. Suggested resources for these are in Section 2.4 Online Resources.

B. Statewide Strategic Plan for the Prevention of Child Maltreatment.

- a. In conducting the needs assessment, and reviewing the findings, the Contractor shall develop, implement and adhere to an Agency approved strategic statewide plan for the prevention of Child Maltreatment. The Contractor shall develop the plan with input from the Agency, the Child Abuse Prevention Program Advisory Committee, and other relevant stakeholders.
 - i. The Contractor shall include the following components in the plan, at minimum:
 - Short-term, mid-term, and long-term goals and objectives for reducing Child Maltreatment in the state;
 - A plan for determining the specific type of Project and interventions to be funded under the Program. Project types shall be based on need, correlation to data on Maltreatment, and likelihood of program effectiveness;
 - A plan for the meaningful involvement of Program Participants and parents in Program planning at the state level;
 - A plan to address issues of racial and cultural inequity in prevention programming;
 - a. See Attachment J for Agency Cultural Equity Standards.
 - A plan to reach Special Populations and target services to individuals, families, and communities at greater Risk for Child Maltreatment;

- Measurable indicators to gauge progress towards goals/objectives;
- A timeline for regular review of the plan by the Contractor, Agency, CAPPAC, and other stakeholders;
- An identified process for revising the plan as needed
- ii. The Contractor shall adhere to the plan in preparing statewide procurements for local Child Maltreatment prevention Projects over the course of the Administrative Contract (i.e., the initial term and all potential renewals through SFY 2029).
- iii. If, at any point during the Contract, the Agency determines the plan requires updating, the Contractor shall update the plan for the Agency's approval with 30 days of the request.

1.3.2 Administrative Support Services for Community Based Child Abuse Prevention Projects. **1.3.2.1** Administrative Support Services.

The Contractor shall provide ICAPP establishment or expansion services, which include all the supports provided to local Child Abuse Prevention Councils, CPPC sites, and Project service providers throughout the state as it relates to the Program. This shall include training and technical assistance, support in the establishment and expansion of local Councils, and providing public awareness materials and updates on state and federal legislative actions related to Child Maltreatment. Establishment and expansion services shall also include support and technical assistance in collaboration efforts to assure ICAPP Projects are a part of a continuum of services and do not duplicate or leave gaps in the broader service array of Child welfare and preventative services. In addition, the Contractor shall provide Program administrative services to include the monitoring of Program Projects and supporting the Agency in the various reporting requirements associated with the Program funds.

1.3.2.2 Administrative Support Services Deliverables.

A. Establishment or expansion of Community-Based Volunteer Coalitions or Councils.

- a. The Contractor shall establish a working relationship with existing Councils and/or CPPC sites and provide support and technical assistance for new Council development, in areas (i.e., county, region, etc.) where Councils do not currently exist.
- b. The Contractor shall provide support and technical assistance in service collaboration and general community development and engagement.
 - i. The Contractor shall assure that local ICAPP Councils are working collaboratively with other existing community boards, coalitions, and service providers, including but not limited to the following programs/initiatives:
 - 1. Decategorization;
 - 2. Community Partnerships for Protecting Children (CPPC);
 - 3. Early Childhood Iowa (ECI);
 - 4. Family Development and Self-Sufficiency (FaDSS);
 - 5. Public Health programs;
 - 6. Community-Based Corrections;
 - 7. Community Mental Health and Substance Abuse service providers; and
 - 8. Domestic Violence/Sexual Assault prevention and advocacy.
 - ii. The Contractor shall encourage such collaboration through the following activities:

- 1. Drafting an Agency approved competitive RFP for Projects that aligns with a broader continuum of prevention and treatment programming and does not duplicate or leave additional gaps in local services.
- 2. The Contractor shall also, when requested, provide training and/or technical assistance to interdisciplinary community groups on the different goals and objectives for Child Maltreatment prevention Projects, compared with Child abuse treatment initiatives or other initiatives with different goals and objectives (i.e., economic self-sufficiency, school-readiness, juvenile delinquency prevention, etc.).
- c. The Contractor shall provide support and technical assistance on member recruitment and retention for Council and/or CPPC sites as it relates to the Program. These membership requirements may be met through collaboration with existing interdisciplinary community teams.
 - i. The Contractor shall require that membership of local prevention Coalitions or Council include at least 6 of the 7 required representatives of each of the following groups or disciplines:
 - 1. Education and/or Early Childhood Education, including but not limited to Child care providers, educators, school administrators.
 - 2. Public Safety or Law Enforcement, including but not limited to police officers, community corrections, probation officers, juvenile court officers.
 - 3. Child Welfare, including but not limited to DHS Child Protective Workers (i.e., Social Worker IIIs), DHS Child Welfare Workers (Social Worker IIs), DHS Supervisors or Administrators, contracted child welfare service providers, e.g., Community Care or Family Centered Services (FCS) providers.
 - 4. Medical and/or Mental Health, including but not limited to medical physicians, visiting nurses, clinical therapists, public health providers/administrators.
 - 5. Domestic Violence/Sexual Assault Advocacy Services, including but not limited to victim advocates, shelter program administrators, service providers.
 - 6. Substance Abuse Services, including but not limited to substance abuse treatment workers, Certified Alcohol and Drug Counselors (CADC), program administrators.
 - 7. Parent Participant, including but not limited to current or former Participants of ICAPP programming or other similar prevention programming, Parent Partners, parents with a history of involvement with Child Protective Services.
 - ii. The Contractor shall provide a summary of all Coalition or Council memberships (for Projects funded in that SFY) to the Agency at least annually. For example, the summary shall include the number/percentage of Councils with full membership and an analysis of any trends regarding challenges with representation.

B. Program Development Support and Technical Assistance.

- a. The Contractor shall provide local Coalitions or Councils with information, training and technical assistance in the following areas:
 - i. Council member recruitment and retention;
 - ii. General grant writing and fundraising;

- iii. General business practices (i.e., budgeting, contract management, and accounting principles);
- iv. Program development;
- v. Evidence-Based/Evidence-Informed practices and fidelity monitoring;
- vi. Community development and collaboration;
- vii. Child welfare trends and data;
- viii. Cultural Competence and Disproportionate Representation;
 - 1. See Attachment J for the Agency's Cultural Equity Standards as they relate to Child welfare.
 - ix. Public awareness campaigns and recent changes in the law;
 - x. Research and evaluation;
 - xi. Program fidelity; and
- xii. Continuous Quality Improvement (CQI).
- b. Meeting Requirements.
 - i. The Contractor shall attend at least two local or regional Council meetings per quarter. The Contractor shall report attendance in each quarterly report to the Agency along with a summary of any information or materials provided to the Coalition or Council by the Contractor.
 - ii. The Contractor shall attend the Child Abuse Prevention Program Advisory Committee (CAPPAC) meetings as requested by the Agency and shall report attendance in each quarterly report to the Agency.
 - iii. The Contractor shall participate in the statewide Child Protection Council Citizen Review Panel (CPCCRP) to provide the prevention perspective on the broader Child welfare system. The Contractor shall report activities of the CPCCRP and any recommendations regarding prevention in the quarterly report to the Agency.
 - iv. The Contractor shall, as requested by the Agency, attend any additional relevant meetings of Child welfare stakeholders for the purposes of achieving overall system and service array improvements as required by the Federal Child and Family Services Review (CFSR) or the state's Annual Program and Service Report (APSR). The Contractor shall report attendance in each quarterly report to the Agency.

C. General Contract Administration and Project RFP

- a. The Contractor shall ensure that at least one current member of its staff has received all Agency required training related to state contract management within the first year of the Contract and must take an annual update course thereafter.
 - i. Current Agency Courses include, but are not necessarily limited to:
 - 1. Cont. 101 Contracting Basics (OPTIONAL)
 - 2. Cont. 110 Service Procurement & Template Overview
 - 3. Cont. 120 Contract Creator (C2) (OPTIONAL)
 - 4. Cont. 130 Scope of Work Basics: Deliverables, Performance Measures, Monitoring/Review
 - 5. Cont. 140 Contract Terms and Conditions
 - 6. Cont. 210 RFP Development and RFP Template Overview
 - 7. Cont. 260 Contract Management: Monitoring and Review Activities
 - ii. The Contractor shall request the Agency Contract Manager's assistance in scheduling/registering Contractor staff for these courses.
- b. The Contractor shall be responsible for identifying the eligible entities that may apply for Project funding prior to the issuance of a Project RFP.

- i. These entities must be able to legally do business in Iowa or identify a parent organization willing to be the named as the recipient of funding and "do business as" the Community-Based Volunteer Coalition or Council.
- Entities must meet the requirements outlined in the definition of a "Community-Based Volunteer Coalition or Council" in 441 Iowa Admin Code Ch. 155.
- iii. The Contractor shall require community support for the identified Community-Based Volunteer Coalitions or Council in the Project RFP.
 - 1. The Contractor shall create a document or Memorandum of Understanding (MOU) to verify that, at minimum, the Child Abuse Prevention Coalition or Council and the CPPC Shared Decision-Making team are in agreement in regards to the chosen entity that will be the Project applicant for each identified county or group of counties throughout the state.
 - 2. The Contractor shall ensure these agreements are in place prior to the release of a Project request for proposals (RFP).
 - 3. The Contractor shall provide a list to the Agency of all legal entities within the state acting as a Community-Based Volunteer Coalition or Council and the service areas covered by each (i.e., the county or group of counties).
- c. The Contractor shall develop an Agency approved competitive statewide request for proposals (RFP) to be released in SFY 2025 to local Community-Based Volunteer Coalitions or Councils for state contracts beginning in SFY 2026. The Contractor shall include in such RFP, scored criteria to include, but not necessarily be limited to:
 - i. Demonstration of the Child welfare needs as they relate to other local prevention and treatment services available and potential gaps in the service array, for each county in which services are being proposed for;
 - ii. Demonstration that the proposed Project's target population and outcomes correlate with local data on the type and prevalence of Child Maltreatment reported to the Agency in that area. Local statistics to document the need must be required in the RFP;
 - Demonstration that Projects are Culturally Competent and, where appropriate, addresses the issue of Disproportionate Representation in the Child welfare system (see Attachment J for the Agency's Cultural Equity Standards document);
 - iv. Demonstration that Projects include a plan to target Special Populations and Children and families at greater Risk for Maltreatment;
 - v. Demonstration that Project planning and evaluation involves Participant input;
 - vi. Demonstration of local collaboration with other existing boards, coalitions, and service providers to avoid duplication or gaps in the broader service array; and
 - vii. Demonstration that Projects funded rely on Evidence-Based or Evidence-Informed Best Practices in the area of Child abuse prevention. See Section 2.4 Online Resources for additional resources on what constitutes Evidence-Based or Evidence-Informed programming.
 - 1. Projects proposed that do not demonstrate Evidence-Based or Evidence-Informed Practices or Programs for the prevention of Child Maltreatment will not be funded through ICAPP.
- d. The Contractor shall, as directed by the Agency, assist with the dissemination of the Project RFP in compliance with all state procurement laws.

- e. The Contractor shall assure the Project RFP is fair and objective by developing and implementing a process consistent with all federal, state, and local procurement regulations, and Agency policies. In addition, the total amount of funds awarded for Projects in each community (relative to the total amount of funds available) must be directly tied to one or more of the following aspects:
 - i. Local Council area's population of Children 0-17;
 - ii. Rate of local reported and/or confirmed incidences of Child abuse or neglect, as defined in Iowa Code § 232.68;
 - iii. Collaboration amongst local service providers and identified needs or gaps in the local service array;
 - iv. Proposal's demonstration of the ability to achieve desired outcomes; orv. Project's history of successful outcomes.
- f. The Contractor shall, as directed by the Agency, guide the process of reviewing proposals.
 - i. The Contractor shall, as directed by the Agency, assist in the initial review of each proposal to assure it meets minimum eligibility requirements as defined in the Project RFP.
 - 1. The Contractor shall inform the Agency of any proposals it believes do not meet these minimum requirements.
 - 2. The Agency will have final decision-making authority on any Project proposal disqualifications.
 - ii. The Contractor shall recruit, train, and coordinate an Agency-approved review team to score proposals and make recommendations for funding, assuring all evaluators do not have any conflicts of interest with any Project bidders.
 - iii. The Contractor shall, as directed by the Agency, participate in the consultation with the Child Abuse Prevention Program Advisory Committee (CAPPAC) in making the final recommendations on Project proposals, to assure Projects align with the Committee's recommended Program goals.
 - iv. The Contractor shall, as directed by the Agency, participate in the final recommendations made to the Agency Contract Owner.
 - 1. The Contractor shall, as directed by the Agency, draft documents to summarize recommendations of the review teams and the CAPPAC.
- g. The Contractor shall cease any communication, guidance, or technical assistance with local Coalitions or Councils, in relation to potential bids once the Project RFP is posted on the State Bid Opportunities website. Any communications about the RFP will be made available to all potential Project bidders and only through the Agency's issuing officer.
 - i. The Contractor shall, as directed by the Agency, participate in and prepare any draft documents relative to the following:
 - 1. An in-person or virtual bidders conference open to all Coalition or Council members applying for funds;
 - 2. Teleconference calls open to all Coalition or Council members applying for funds; or
 - 3. A formal written process that includes posting all questions and answers regarding the RFP. The Contractor shall draft responses to questions for approval by Agency staff before posting.
- h. The Contractor shall provide any and all assistance, including where necessary testimony, in relation to any appeal arising from the award of Project contracts.

D. Ongoing Contract Management and Monitoring

- a. The Contractor shall draft Project Grantee contracts and facilitate execution with each Community Coalition or Council that has been granted an award. Contracts shall be created using current Agency contracting documents and shall include all required components.
- b. The Contractor shall maintain a separate electronic contract file for each Grantee receiving Program funds. The Contractor shall make these files available to the Agency upon request, and the files must include, at a minimum:
 - i. Any written Contractor correspondence with the Grantee regarding the contract, contract performance, or payments;
 - ii. Documentation of Contractor monitoring via documented receipt and review of Project reports, as well as documentation of monitoring visits; and
 - iii. All approved Grantee Invoices and supporting documentation.
- c. The Contractor shall perform an analysis of all Project requests and recommended awards, to confirm that the mix of Projects funded conform to the financial obligations placed on funds by state or federal law (e.g., specific requirements under PSSF around Secondary Prevention, state appropriation specific to Child sexual abuse prevention, etc.).
- d. The Contractor shall require Project grantees to keep and report the following statistical information and utilize the Agency identified database (FSSD) or other Agency approved method for Projects such as Sexual Abuse Prevention or Community Development.
 - i. Services provided (number of classes/groups, number of visits, hours of care, etc.);
 - ii. Number of Participants served (adults, families and Children); and
 - iii. Demographic data on Participants served in Core Services, to include, but not be limited to:
 - 1. Family structure;
 - 2. Age (of all adult and Child Participants);
 - 3. Geographic location (home zip code);
 - 4. Race/Ethnicity;
 - 5. Education level; and
 - 6. Income level.
 - iv. The incidence of Participant Risk Factors present for families served in Core Services. Risk Factors to be measured may include, but are not limited to, the following:
 - 1. Participant is a young parent (birth of first Child before 20 years of age);
 - 2. Participant's household income is at or near poverty level;
 - 3. Household member incarcerated;
 - 4. Child or Parent with a Disability; and
 - 5. Child age 0-5 years;
- e. The Contractor shall review data gathered through the Agency identified database (FSSD) on at least a quarterly basis, once access to the system is granted, to determine Project compliance with output measures and evaluation measures.
- f. The Contractor shall work with Grantees having difficulties implementing a Project. The Contractor may recommend amendments to a Grantee contract assuming the revisions do not change the general scope of work.

- i. The Contractor may also recommend to the Agency that a Program Improvement Plan (PIP) be developed for Grantees unable to meet performance measures.
- ii. The Contractor shall, as directed by the Agency, work with Grantees to develop PIPs for Agency approval.
- iii. The Contractor shall monitor Grantees on PIPs and make appropriate recommendations to the Agency on termination or non-renewal of Projects not making progress on agreed upon measures within the Grantee's PIP.
- g. The Contractor shall forward all approvable claims of Project payments to the Agency as soon as possible but in no case later than 10 Business Days following receipt.
 - i. The Contractor shall submit all approvable claims to the Agency via an Agency approved format and electronic submission to be determined by the Agency.
- h. The Contractor shall, on an annual SFY basis, conduct random monitoring and review visits for a minimum of 10% of Projects. These Grantee visits will include the following activities:
 - i. Verification of documentation of Project expenses claimed;
 - ii. Review of service delivery records, such as Participant sign-in sheets, enrollment forms, or any other documentation of service delivery; and
 - iii. Report to the Agency the findings of all monitoring and review visits within 90 days of the visit.

E. CBCAP State Lead Agency Activities.

- a. The Agency is the state's identified State Lead Agency (SLA) for CBCAP. The Agency will work with the Contractor to meet the requirements of this grant. The activities the Contractor shall lead include, but are not necessarily limited to, the following:
 - i. Drafting the narrative and outcome data required to complete the CBCAP application and report for Agency review;
 - ii. Participating in the Federal Children's Bureau Annual CBCAP Grantee Meeting – typically held in Washington DC;
 - 1. These meetings do not have a cost for attendance, outside of travel expenses, and typically last no more than 2 days.
 - iii. Taking a leadership role in state prevention activities;
 - iv. Engaging in advocacy for systemic change;
 - v. Actively participating in statewide collaboration and coordination;
 - vi. Conducting outreach activities for Special Populations;
 - vii. Developing and/or supporting existing parent leadership and involvement in the state; and
 - viii. Leading Child abuse prevention month and public awareness activities.
- b. For additional information on these activities, please see the most recent CBCAP Program Instruction, found here: <u>https://friendsnrc.org/current-cbcap-program-instruction</u>

F. Administrator Service Reporting Requirements.

- a. The Contractor shall summarize progress towards Deliverables and performance measures in a quarterly report to the Agency. Quarterly reports must include, but are not limited to, the following information:
 - i. A summary of Grantee service deliverables and outputs from the previous quarter, as well as year-to-date totals;

- ii. A financial summary of Grantee dollars spent in the previous quarter, including funds from this Program and the amounts and sources of any matched funds at the Grantee level;
 - 1. Financial summaries must include a breakdown of ICAPP/CBCAP funds expended each quarter and the amount of other federal, state, local, or private funds reportedly expended each quarter.
- iii. A summary of Contractor performance measure progress; and
- iv. A summary of Grantee performance measure progress (on all measures available quarterly).

1.3.3 Research and Evaluation of Community Based Prevention Projects.

1.3.3.1 Research and Evaluation Services.

Research and evaluation services include the overall evaluation of the Program as a whole and its effectiveness in reducing the Risk of Child Maltreatment throughout the state of Iowa by increasing key Protective Factors for the individuals and families served. This will involve the Contractor's continued use of the Protective Factors Survey and the Life Skills Progression (LSP) tool. The Contractor shall also evaluate the use of emerging and promising practices in the prevention of Child Maltreatment and reported findings to the Agency, including evaluation of community level intervention.

1.3.3.2 Research and Evaluation Deliverables.

A. Child Maltreatment and Prevention Research.

- a. The Contractor shall annually review and analyze data on the incidence of Child Maltreatment in the state of Iowa.
- b. The Contractor shall identify any measurable trends and/or correlating factors at the individual and/or community level (i.e., Child poverty, teen birth rate, etc.) that may assist in predictive analysis and enhance the ability to target services to families most at Risk for Child Maltreatment.
- c. The Contractor shall periodically review professional literature on the causes of Child Maltreatment and on new/emerging Evidence-Based and Evidenced-Informed programs and practices in the area of Child abuse or neglect prevention.
- d. The Contractor shall provide this data (i.e., the literature review or any other resource documents), along with state and local statistics, to Councils to assist them in their Project planning efforts.

B. Developing a Research/Data Driven RFP.

a. The Contractor shall utilize existing data, as well as the information garnered from the Needs Assessment, regarding the specific gaps in services for the prevention of Child Maltreatment in Iowa.

i. The Contractor shall use this information in developing the state's strategic plan (identified in Section 1.3.1) and to justify the types of Projects proposed for funding in the SFY 2026 Project RFP.

b. The Contractor shall propose Program areas for funding that align with trends in the rates and types of Child Maltreatment.

- i. Some examples include, but are not limited to, the following:
 - The greatest percentage of confirmed Child Maltreatment in Iowa is Denial of Critical Care (55% of all cases in 2021), also known as "neglect." Therefore, the Project RFP must support Projects that specifically address Child neglect.

2) Sexual abuse in Iowa, as well as the nation, has been declining for decades. In 2021, 4% of all cases of abuse were for sexual abuse in Iowa. Therefore, interventions to prevent Child sexual abuse should be funded proportionally and regarding the specific appropriations bill that allocates those state dollars.

C. Program Evaluation.

- a. Resilient Communities Demonstration Projects
 - i. The Contractor shall-support Project Grantees in the development of plans for the evaluation of the Resilient Communities Demonstration Projects.
 - ii. The Contractor shall-work with Project Grantees to identify outcome measures and benchmarks relative to the four Resilient Community Projects awarded for SFY 2021-2025.
 - 1. Measures may include, but are not limited to:
 - a. Increased community readiness to address child maltreatment;
 - b. Increased collective impact efforts related to child and family well-being;
 - c. Increased satisfaction with service coordination;
 - d. Changes in community norms around parenting and support for working parents;
 - e. Improvements in family/parent engagement and leadership;
 - f. Increases in social connectedness; and
 - g. Any other Project specific measures identified by Grantees.
 - iii. The Contractor shall analyze evaluation data collected by Grantees and
 - report any findings to the Agency through the Annual Evaluation Report.
- b. Core Services (i.e., Family Support Services) Evaluation.
 - i. The Contractor shall continue to utilize the current Protective Factors Survey (PFS) and Life Skills Progression (LSP) to measure effectiveness of all Core Services Projects.
 - ii. The Contractor shall report annually to the Agency on the effectiveness of Core Services funded, based on measured increases in participant Protective Factors.
- c. Sexual Abuse Prevention Services Evaluation.
 - i. The Contractor shall determine whether Projects for the purposes of Sexual Abuse Prevention are necessary to reduce Child Maltreatment in the state (through the Needs Assessment conducted).
 - ii. The Contractor shall use evaluation results to inform the Scope of Work requirements for Sexual Abuse Prevention programming in the FY 2026 Project RFP.
 - iii. The Contractor shall determine the appropriate methods for evaluation for these types of services, depending on the Project goals and objectives.
 - iv. The Contractor, with the support of the subcontracted evaluator, will distribute a newly created evaluation tool to various Iowa communities to gather baseline data for comparison with Resilient Community populations.

D. Research and Evaluation Support for all Grantees.

a. The Contractor shall provide training and technical assistance to local Grantees regarding Evidence-Based and Evidence-Informed best practices and programs in the prevention of Child abuse and neglect. Types of training/technical assistance may include, but not necessarily be limited to:

i. Publication and distribution of literature reviews and best practice guidance documents;

- ii. Conference calls and webinars;
- iii. Live in-person or virtual trainings; and
- iv. One-on-one consultation.
- b. The Contractor shall evaluate all Projects annually, at a minimum, to determine how well the goals and objectives of the Project are being met.
- c. The Contractor shall provide training and technical assistance to local Grantees on administering the PFS and utilizing the Agency identified data collection system (FSSD).
- d. The Contractor shall provide Grantees with feedback on Projects efficacy and outcomes in comparison with other similar Projects throughout the state.

E. Support for Emerging and Promising Practices.

- a. The Contractor shall support the use of emerging and promising practices in local Projects by providing information to local Coalitions or Councils on such practices.
- b. The Contractor shall evaluate the effectiveness of such Projects and utilize outcomes in assessing funding for the subsequent future Projects.

F. Annual Evaluation Report.

- a. The Contractor shall provide an annual Program evaluation report to include, but not limited to, the following:
 - i. A summary of any analysis done in the prior year regarding Child Maltreatment data and trends, and a description of how data was shared with Grantees.
 - ii. A summary of all services provided, and demographic data collected on Program Participants in the prior State Fiscal Year;
 - iii. A summary of the outcomes for all Projects, including the level of change in family Protective Factors, as measured by the PFS; and
 - iv. An analysis of the data collected, reported outcomes, measured changes in Protective Factors, and implications for Program improvements.
 - 1) Contractor shall conduct an analysis over the span of several years where data is available and when Projects are funded for more than one SFY.
 - 2) Contractor shall analyze data looking for trends in effectiveness and different impacts with various Special Populations.
 - v. A description of Continuous Quality Improvement (CQI) efforts underway by the Contractor and ways the evaluation data is being used to enhance programming at the Project level and at the broader Program level.

1.4 Performance Measures and Monitoring Activities

1.4.1 Comprehensive Statewide Assessment and Strategic Plan

1.4.1.1 Comprehensive Statewide Assessment and Strategic Plan Performance Measures

PM 1 – The Contractor shall submit the comprehensive statewide needs assessment to the Agency no later September 1, 2023.

PM 2 – The Contractor shall make any Agency requested changes to the assessment and submit a final assessment by October 2, 2023.

PM 3 – The Contractor shall develop a strategic plan and submit for Agency approval no later than December 1, 2023.

PM 4 – The Contractor shall make any Agency requested changes to the strategic plan and submit a final plan by January 15, 2024.

1.4.1.2 Comprehensive Statewide Assessment and Strategic Plan Monitoring Activities

- A. The Agency Contract Manager will perform the following activities related to the monitoring of these Deliverables and performance measures:
 - a. Participate in any established workgroups relevant to the needs assessment,
 - b. Review and provide feedback to the Contractor on the draft needs assessment by September 15, 2023; and
 - c. Review and provide feedback to the Contractor on the draft strategic plan by December 15, 2023.

1.4.2 Administrative Support Services

1.4.2.1 Administrative Support Services Performance Measures.

PM 1 – The Contractor shall establish a "baseline" percentage for all Coalitions or Councils currently receiving Program funds on whether they are meeting membership requirements. This "baseline" shall be provided to the Agency Contract Manager no later than December_29, 2023.

- To be considered "compliant" with this measure, the funded Coalition or Council shall have at least 6 of the 7 required memberships.
- The Contractor shall meet or exceed the desired rate of 90% of Coalitions or Councils in "compliance" annually.

PM 2 - 100% of required administrative and financial reports and other documents shall be submitted to the Agency by the specified due date. Specific reports must be in a format approved by the Agency and must include all components outlined in the Scope of Work.

- Identified Coalition/Council List The Contractor shall provide a list to the Agency of the single identified Community-Based Volunteer Coalition or Council for each of Iowa's 99 Counties by November 1, 2023.
- **Project RFP** The Contractor shall provide a draft RFP for Projects for SFY 2026 to the Agency Contract Manager no later than August 1, 2024.
- Quarterly Service Reports –Reports shall be provided by the following dates:
 - 1st Quarter—July 1 thru September 30 Due: October 31
 - 2nd Quarter—October 1 thru December 31 Due: January 31
 - Due: April 30 Due: April 30
 - 4th Quarter—April 1 thru June 30 Due: July 31
- **CBCAP Report**—The Contractor shall provide the Agency with the 1st draft of the CBCAP Report 30 days following the release of the Program Instruction and application template.
 - Due Dates are set by the Federal Children's Bureau and are not always the same.
 - For planning purposes, typically the report on the previous FFY is due by January 30th of each year.
 - DHS shall submit questions or requests for clarification no later than 10 business days prior to the due date.
 - The Contractor shall provide the Agency with responses to requests for clarification no later than 5 days prior to the due date.

- **CBCAP Application** The Contractor shall provide the Agency with the 1st draft of the CBCAP Application 30 days following the release of the Program Instruction and application template.
 - Due Dates are set by the Federal Children's Bureau and are not always the same.
 - For planning purposes, the application for current FFY is due in earlymid June.
 - DHS shall submit questions or requests for clarification no later than 10 business days prior to the due date.
 - The Contractor shall provide the Agency with responses to requests for clarification no later than 5 days prior to the due date.

PM 3 – The Contractor shall randomly select a minimum of 10% of all funded Projects to be reviewed through formal monitoring visits each SFY (either in-person, virtually via submission of materials to the Contractor via mail, email, or fax).

- The minimum of 10% of Projects reviewed shall not include multiple Projects awarded to the same Grantee.
- Contractor shall conduct reviews reflective of all Project types.

1.4.2.2 Administrative Support Services Monitoring Activities

- A. The Agency Contract Manager will participate in the following activities related to the monitoring of these Deliverables and performance measures:
 - a. Provide acceptance of the agreed upon "baseline" for Coalition or Council membership whenever there are new Grantee Contracts
 - b. Participate in quarterly meetings with the Contractor to review performance measures, reports, and other administrative tasks;
 - c. Meet with the Contractor as needed during the drafting and review process of the Project RFP;
 - d. Review and provide feedback to the Contractor on the draft RFP by September 1, 2024;
 - e. Accompany Contractor on onsite or virtual monitoring/review visits, when available, with Grantees; and
 - f. Register Contractor staff for any Agency provided training on contract management and monitoring.

1.4.3 Research and Evaluation.

1.4.3.1 Research and Evaluation Performance Measures.

PM 1 –The Contractor shall provide an annual Program evaluation report to the Agency within 60 days of the end of the State Fiscal Year including community level data gathered for the Resilient Communities Demonstration Projects.

PM 2 –The Contractor shall propose a plan for Agency approval for monitoring fidelity of Projects. The Contractor shall propose this plan to the Agency with the draft Project RFP due August 1, 2024.

PM 3 – The Contractor shall develop measurable benchmarks based on existing data to identify target measures for each Project type funded by January 1, 2024.

1.4.3.2 Research and Evaluation Monitoring Activities.

A. The Agency Contract Manager will participate in the following activities related to the monitoring of these Deliverables and performance measures:

- a. Participate in an annual review with the Contractor and Child Abuse Prevention Program Advisory Committee to review the Contractor's performance towards research and evaluation measures.
- b. Provide feedback to the Contractor in regards to ongoing evaluation efforts and research activities and publications prepared by the Contractor.
- c. Review and provide feedback on all evaluation plans for the Resilient Communities Demonstration Projects during the plan approval process; and
- d. Provide feedback to the Contractor in regards to ongoing evaluation efforts and research activities and publications prepared by the Contractor.

1.4.4 Additional Agency Responsibilities.

The Agency Contract Manager will also be responsible for the following Contract management responsibilities:

- A. Responding to day-to-day questions from the Contractor.
- B. Facilitating meetings of the Child Abuse Prevention Program Advisory Committee (CAPPAC).
- C. Conducting onsite reviews of Contractor records, including the records of Grantees as necessary, to validate the Contractor's quarterly progress reporting and their compliance with the service requirements described in this section.
- D. Reviewing the Contractor and Project monthly claims and approving payments.
- E. Reviewing the Contractor's quarterly progress and annual evaluation reports to assure performance measures are being met.
- F. Identifying any concerns with Program performance and, when necessary, requesting a Program Improvement Plan from the Contractor.
- G. Approving the use of Contractor developed forms, including, but not limited to:
 - a. Needs assessment and strategic plan
 - b. Project RFP
 - c. Project contracts
 - d. Coalition or Council membership agreements
 - e. Quarterly progress and annual evaluation reports
- H. Conducting the annual Agency survey of Grantees.
 - a. The Agency will conduct an annual survey to gather feedback from local Grantees and other key community stakeholders on their satisfaction level with the Contractor and the support and technical assistance provided.
 - b. The results of the annual survey will be shared with the Contractor and the Child Abuse Prevention Program Advisory Committee and shall be considered in determining whether the contract will be renewed and if the performance measures have been achieved.
- I. Conducting an annual review of the Contractor's performance, with input from the Child Abuse Prevention Program Advisory Committee, in regards to the research and evaluation of Projects and implications for Program improvements.
- J. Monitoring how the Contractor uses the evaluation data in shaping subsequent Project RFPs.

1.5 Contract Payment Methodology.

Contractor Payments.

Contractor shall invoice the Agency monthly for reimbursement of the costs associated with meeting the Deliverables of the Contract. This reimbursement shall be in accordance with the Cost Proposal submitted by the Contractor (see Attachment I). The Contractor shall also complete and submit a full line-item budget for SFY 2024 to the Agency Contract Manger prior to Contract execution. Each subsequent SFY the Contractor shall resubmit a line-item budget to the Agency Contract Manager for approval at least 90 days prior to the beginning of the SFY, to be considered with the Contractor's annual renewal amendment. The line-item budget will have a restriction of 20% of the SFY Total for all Indirect Costs combined.

Contractor Payment for Performance.

The base contract maximum will be limited to \$285,000 in SFY 2024. In the event that the Contractor meets all required performance measures, as determined by the Agency, in the 1st, 2nd, and/or 3rd quarter of SFY 2024, the Contractor will be allocated an additional \$5,000 to be utilized in the following SFY quarter (i.e., an additional allowance in the 2nd, 3rd, and/or 4th quarters), for a maximum of \$300,000 in any given SFY.

For subsequent years, SFY 2025-2029 the maximum base award shall be \$280,000 per SFY, with up to \$20,000 in incentive allowances, i.e., when 4th quarter performance measures are met the Contractor will be allocated the incentive amount to be used in the 1st quarter of the following SFY, assuming the Contract is renewed. **The Contractor shall not include the incentive allowance in the base cost proposal.** Submission of a Cost **Proposal that exceeds the Base Amount for any single SFY will result in disqualification.** See the highlighted column for the maximum Base Amount to be used in the Cost Proposal submitted in response to this RFP.

Incentive Payments.

Incentive payments will be the same (a maximum of \$5,000 per quarter), regardless of the Base Amount in the Contractor's Cost Proposal, and are only allowed for specific purposes which may include the following:

- Contractor staff salary increases/bonuses (either across the board or based on performance),
- Contractor professional development opportunities for staff related to Child Maltreatment prevention (e.g. conferences, trainings, and travel costs associated with such professional development opportunities), or
- Teaching/technical assistance materials for the Contractor to provide to Project Grantees (e.g., curricula, handbooks, resource materials, etc.)

The maximum total annual payments are outlined in the following chart:

SFY	Base Amount Maximum	Incentive Maximum*	Total Maximum
2024	285,000	15,000	300,000
2025	280,000	20,000	300,000
2026	280,000	20,000	300,000
2027	280,000	20,000	300,000
2028	280,000	20,000	300,000
2029	280,000	20,000	300,000
Full-term Max	1,685,000	115,000	1,800,000

*Allocated on a quarterly basis and only when all measures from the prior quarter have been met

Section 2 Basic Information About the RFP Process

2.1 Issuing Officer.

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

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

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: <u>http://bidopportunities.iowa.gov/</u>. 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

This list is not intended to be an exhaustive directory of Child Maltreatment Prevention resources, nor should any of the resources listed here be considered as a recommendation by the Agency. Bidders are encouraged to conduct their own research in preparing their Proposal but may consider using these online resources.

Child Abuse Prevention Information and Resources

American Professional Society on the Abuse of Children http://www.apsac.org/

Annie E. Casey Foundation http://www.aecf.org/

Child Welfare Information Gateway http://www.childwelfare.gov/

Office of Juvenile Justice and Delinquency Prevention http://www.ojjdp.gov/

Prevent Child Abuse America http://www.preventchildabuse.org/

Child Abuse Prevention Network—Cornell University http://child.cornell.edu/

US Dept. of Health and Human Services Administration for Children and Families <u>http://www.acf.hhs.gov/</u> Page **28** of **63** Form Date 6/24/20 FRIENDS National Resource Center for Community-Based Prevention http://www.friendsnrc.org/

Child Welfare League of America http://www.cwla.org/

Evidence-Based Resources and Information The California Evidence-Based Clearinghouse for Child Welfare http://www.cebc4cw.org/

Centers for Disease Control and Prevention https://www.cdc.gov/violenceprevention/childmaltreatment/prevention.html

Child Welfare Information Gateway – Evidence-Based Practice (Prevention) https://www.childwelfare.gov/topics/preventing/evidence/

Promising Practices Network http://www.promisingpractices.net/programs_topic_list.asp?topicid=16

Information on the Protective Factors Survey and Life Skills Progression Survey https://brookespublishing.com/product/lsp/

Protective Factors Survey, FRIENDS National Resource Center for Community Based Child Abuse Prevention http://friendsnrc.org/protective-factors-survey

2.5 Intent to Bid.

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

2.6 Bidders' Conference. Reserved

2.7 Questions, Requests for Clarification, and Suggested Changes.

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

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

Page **29** of **63** Form Date 6/24/20 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 <u>http://bidopportunities.iowa.gov/</u>. 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 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.

Page **30** of **63** Form Date 6/24/20 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 or other Indirect 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 3.2.3);
- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.6);
- Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.
- Bidder is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code §12J. This list is maintained by the Iowa Public Employees' Retirement System. The list is currently found here: <u>https://ipers.org/investments/restrictions</u>.

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

Page **31** of **63** Form Date 6/24/20 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. 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.

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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	Pages included in Proposal Tab 3 and any attachments the Bidder creates in a "Tab 3 Attachments" section is limited to 200 pages. See Section 3.2 for further information about Tab 3 Attachments.
Pagination	All pages in Proposal Tabs 1-5 are to be sequentially numbered from beginning to end (do not number these Proposal sections independently of each other). The contents in Proposal Tab 6 may be numbered independently of other sections.
Bid Proposal General Composition	 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	 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) and one (1) identical copy of the original Proposal and Cost Proposal. The original hard copy must contain original (wet) signatures, certified digital signatures, or a combination of wet and certified digital signatures.
USB Flash Drive	 The Technical Proposal and Cost Proposal must be provided on separate USB flash drives. Bidders shall submit two (2) flash drives, each with a copy identical to the content of the original hard copy of the Technical Proposal and one (1) flash drive of the Cost Proposal, 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, available be been been been been been been bee
Request for Confidential Treatment	 saving, highlighting, or printing of the contents. 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 & 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 shall be redacted in such a way as to allow the public to

Subject	Specifications
	determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential.
	• The Cost Proposal 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	If the Bidder objects to any term or condition of the RFP or attached Sample Contract,
RFP/Contract Language	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.** 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.

The Bidder must explicitly outline how they meet the Bidder Eligibility Requirements listed in the RFP Bidder Eligibility Requirements section.

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

The Bid Proposal must contain a table of contents.

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

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

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

Note:

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

Information Bidders Must Submit That is Specific to This RFP.

The Agency is requesting the following information in addition to the contents immediately above. Include in the proposal the following:

• Comprehensive Needs Assessment and Strategic Plan – Work Plan

• Bidder must include, in this section, a draft work plan for the deliverables specifically outlined in Section 1.3.1, Comprehensive Assessment of Child Maltreatment Prevention Efforts in Iowa and Development of a Strategic Plan, which must include, but is not necessarily limited to:

- A timeline of activities
- Specific activities to complete and who will be responsible for each
- Specific data needs from the Agency and other state agencies and/or stakeholders
- Target dates for completion of all activities to meet identified performance measures

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

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

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

For each similar service, provide a matrix detailing:

- **A.** Project title;
- **B.** Project role (primary contractor or subcontractor);
- C. Name of client agency or business;
- **D.** General description of the scope of work;
- E. Start and end dates of contract as originally entered into between the parties;
- **F.** If there were any alteration(s) to the contract timeframe(s) or the contract was terminated for any other reason before completion of all obligations under the contract provisions, fully explain the reason(s) for the alteration or termination;
- **G.** Total value of the contract at the time it was executed and any alteration(s) to that amount. Provide reason(s) for the alteration(s) to the contract value;
- **H.** Whether the services were provided timely and within budget;

- I. Any damages, penalties, disincentives assessed, or payments withheld, or anything of value traded or given up by the Bidder that are valued at or above \$500,000. Include the estimated cost assessed against the Bidder for the incident with the details of the occurrence;
- **J.** List administrative or regulatory proceedings or adjudicated matters related to this service to which the Bidder has been a party; and
- **K.** Contact information for the client's project manager including address, telephone number, and electronic mail address.

3.2.4.3 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.

3.2.4.4 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 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.

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

3.2.5 Information to Include Behind Tab 5: Personnel.

The Bidder shall provide the following information regarding personnel:

3.2.5.1 Tables of Organization.

Illustrate the lines of authority in two tables:

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

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

3.2.5.3 Information About Project Manager and Key Project Personnel.

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

3.2.5.4 Disclosures.

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

3.2.6 Information to Include Behind Tab 6: RFP Forms.

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

• Release of Information Form

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- Primary Bidder Detail & Certification Form
- Subcontractor Disclosure Form (one for each proposed subcontractor)
- Certification and Disclosure Regarding Lobbying
- Minority Impact Statement

3.2.7 Reserved. (Financial Statements)

3.3 Cost Proposal.

Pricing Restrictions.

Contract Budget.

The Agency is limiting the funding that is available for these services. Cost proposals may not exceed \$285,000 for SFY 2024 and/or \$280,000 for SFY 2025-2029. Do not include any anticipated incentive payments. As noted in Contractor Payment section, a detailed line-item budget will be required prior to Contract execution. The line-item budget will have a restriction of 20% of the SFY Total for all Indirect Costs combined.

Content and Format.

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

The Bidder shall complete the cost proposal in Attachment I. An example of a completed cost proposal follows:

Attachment I Example: Child Abuse Prevention Administrative Services

{Instructions: Fill out one purposed budget for the Base Amount ONLY, not to exceed \$285,000 for SFY 2024 and/or \$280,000 for SFY 2025-2029. Do not include any anticipated incentive payments. Exceeding the Base Amount limit for any SFY will result in disqualification}

Full-term Cost Proposal for Base Award Amount						
	SFY 2024	SFY 2025	SFY 2026	SFY 2027	SFY 2028	SFY 2029
	7/1/23 - 6/30/24	7/1/24 - 6/30/25	7/1/25 - 6/30/26	7/1/26 - 6/30/27	7/1/27 - 6/30/28	7/1/28 - 6/30/29
Base Contract maximum for each potential SFY (2024-2029)	\$265,000.00	\$270,000.00	\$275,000.00	\$275,000.00	\$260,000.00	\$260,000.00
Base Total SFY 24-29*	\$1,605,000.00					

*Amount used for cost proposal scoring

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	<u>Weight</u>	<u>Score (0-4)</u>	<u>Potential</u> <u>Maximum</u> <u>Points</u>
Comprehensive Needs Assessment of Child Maltreatment in Iowa (1.3.1.2 Subsection A)	5		20
Statewide Strategic Plan for the Prevention of Child Maltreatment (1.3.1.2 Subsection B)	5		20
Establishment or expansion of Community-Based Volunteer Coalitions or Councils (1.3.2.2, Subsection A)	3		12
Program Development Support and Technical Assistance (1.3.2.2, Subsection B)	4		16
General Contract Administration and Project RFP (1.3.2.2, Subsection C)	5		20
Ongoing Contract Management and Monitoring (1.3.2.2, Subsection D)	5		20
CBCAP State Lead Agency Activities (1.3.2.2, Subsection E)	3		12
Administrator Service Reporting Requirements (1.3.2.2, Subsection F)	1		4
Child Maltreatment and Prevention Research (1.3.3.2, Subsection A)	3		12
Developing a Research/Data Driven RFP (1.3.3.2, Subsection B)	5		20
Program Evaluation (1.3.3.2, Subsection C)	4		16
Research and Evaluation Support for all Grantees (1.3.3.2, Subsection D)	2		8
Support for Emerging and Promising Practices (1.3.3.2, Subsection E)	2		8
Annual Evaluation Report (1.3.3.2, Subsection F)	4		16
Information Specific to this RFP: Comprehensive Needs Assessment and Strategic Plan – Work Plan (3.2.3)	3		12
Bidder's Experience (3.2.4)	4		16
Personnel (3.2.5)	2		8

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: 60

Total Points Possible for Technical and Cost Proposals: 300

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4.4 Recommendation of the Evaluation Committee.

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

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".)

Prima	ry Contact Information (indi	vidual who can address issues re: this Bid Proposal)
Name:		
Address:		
Tel:		
Fax:		
E-mail:		
	Pri	imary Bidder Detail
Business Legal	Name ("Bidder"):	
	ess As" names, assumed	
0	operating names:	
· · · · · · · · · · · · · · · · · · ·	ation Name and Address of	
Headquarters,		
Form of Bus	iness Entity (i.e., corp.,	
partnership, LI	LC, etc.):	
State of Incorpo	oration/organization:	
Primary Addre	ss:	
Tel:		
Local Address		
	Major Offices and other	
facilities that		
	nder this RFP/Contract:	
Number of Em		
Number of Yea		
Primary Focus		
Federal Tax ID	:	
DUNS #:		
Bidder's Accou	0	
	currently registered to do	
	wa, provide the Date of	
Registration:		
	on using subcontractors if	
	ontract? {If "YES," submit	
	r Disclosure Form for each	
proposed subco	ontractor.}	
		(YES/NO)

	Request for Confidential Treatment (See Section 3.1)		
Check Appropria	te Box:		
Bidder Do	es Not Request Confidenti	al Treatment of Bid Proposal	
Bidder Ree	quests Confidential Treatr	nent of Bid Proposal	
	Specific Grounds in		
	Iowa Code Chapter 22		
Loootion in Did	or Other Applicable	Justification of Why Information Should Be Kept in	
Location in Bid	Law Which Supports	Confidence and Explanation of Why Disclosure Would	
Proposal (Tab/Page)	Treatment of the	Not Be in The Best Interest of the Public	
	Information as		
	Confidential		

	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;
- 1.6 Bidder acknowledges and agrees that the Centers for Medicare & Medicaid Services, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents submitted in the Bid Proposal, including documents marked as confidential by the Bidder; and
- 1.7 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

Page **45** of **63** Form Date 6/24/20 contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.

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

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

3. EXECUTION.

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

Signature:	
Printed Name/Title:	
Date:	

Attachment C: Subcontractor Disclosure Form

(Return this completed form behind Tab 6 of the Bid Proposal. Fully complete a form for **each** proposed subcontractor. If a section does not apply, label it "not applicable." If the Bidder does not intend to use subcontractor(s), this form does not need to be returned.)

Primary Bidder	
("Primary Bidder"):	
Subcontractor Cont	act 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 qu	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.

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

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

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

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

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

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

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

5. CERTIFICATION REGARDING DRUG FREE WORKPLACE

1. **Requirements for Contractors Who are Not Individuals.** If the Bidder is not an individual, by signing and submitting this Bid Proposal the Bidder agrees to provide a drug-free workplace by:

- a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the person's policy of maintaining a drug- free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations;
- c. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (a);
- d. notifying the employee in the statement required by subparagraph (a), that as a condition of employment on such contract, the employee will:
 - (1) abide by the terms of the statement; and

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

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

6. NON-DISCRIMINATION

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

Attachment E: Certification and Disclosure Regarding Lobbying Attachment

(Return this executed form behind Tab 6 of the Bid Proposal.)

Instructions:

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Statement for Loan Guarantees and Loan Insurance

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

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

Page **52** of **63** Form Date 6/24/20 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.

 \Box The bidder IS filing a disclosure form with the Agency as referenced in this form's instructions because the bidder IS required by law to do so. If the bidder is filing a disclosure form, place the form immediately behind this in the Proposal.

Signature:	
Printed Name/Title:	
Date:	

Attachment F: Minority Impact Statement

(Return this executed form behind Tab 6 of the Proposal.)

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

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

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

Describe the positive impact expected from this Project.

Indicate which group is impacted:

- ____Women
- ____ Persons with a Disability
- ____ Blacks
- ____ Latinos
- ____ Asians
- ____ Pacific Islanders
- ____ American Indians
- ____ Alaskan Native Americans
- ___ Other

The proposed grant Project programs or policies could have a disproportionate or unique <u>negative</u> impact on minority persons.

Describe the negative impact expected from this Project.

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

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

Indicate which group is impacted:

- ____Women
- ____ Persons with a Disability
- ____ Blacks
- ____ Latinos
- ____ Asians
- ____ Pacific Islanders
- ____ American Indians
- ____ Alaskan Native Americans
- ___ Other

The proposed grant Project programs or policies are <u>not expected to have</u> a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact.

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

Definitions

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

"Disability," as defined in Iowa Code Section 15.102, subsection 5, paragraph "b," subparagraph (1): *b*. As used in this subsection:

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

"Disability" does not include any of the following:

(a) Homosexuality or bisexuality.

(b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.

(c) Compulsive gambling, kleptomania, or pyromania.

(d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

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

Attachments Specific To This RFP

Attachment G: Map of Current Projects

- Attachment H: Current Funded Projects by County
- Attachment I: Cost Proposal
- Attachment J: Cultural Equity Standards
- Attachment K: 2017 ICAPP Evaluation Report
- Attachment L: 2018 ICAPP Evaluation Report
- Attachment M: 2019 ICAPP Evaluation Report
- Attachment N: 2021 ICAPP Evaluation Report

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 #
24-047	{To be completed when contract is drafted.}

Title of Contract

{To be completed when contract is drafted.}

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:	Agency Billing Contact Name / Address:
Iowa Department of Human Services	{To be completed when contract is drafted.}
1305 E. Walnut	
Des Moines, IA 50319-0114	
Agency Contract Manager (hereafter "Contract Manager"	') Agency Contract Owner (hereafter "Contract Owner") /
/Address ("Notice Address"):	Address:
{To be completed when contract is drafted.}	{To be completed when contract is drafted.}

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

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

Contractor: (hereafter "Contractor")	
Legal Name: { <i>To be completed when contract is drafted.</i> }	Contractor's Principal Address:
	{To be completed when contract is drafted.}
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"): {To be completed when contract is drafted.}	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 du</i>	rafted.}
Contract Contingent on Approval of Another Agency: No	ISPO Number: N/A
Contract Include Sharing SSA Data? No	DoIT Number: N/A

Contract Execution

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

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

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

{To be completed when contract is drafted.} **1.2 Contract Purpose.** {To be completed when contract is drafted.}

1.3 Scope of Work.

1.3.1 Deliverables, Performance Measures, and Monitoring Activities.

The Contractor shall provide the following: *{To be completed when contract is drafted.}*

1.3.2 Monitoring, Review, and Problem Reporting.

1.3.2.1 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 in accordance with the monitoring activities set forth in the Deliverables, Performance Measures, and Monitoring Activities Section.

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

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

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

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

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

1.3.4 Contract Payment Clause.

Page **59** of **63** Form Date 6/24/20 **1.3.4.1 Pricing.** In accordance with the payment terms outlined in this section and the Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated as follows: *[To be determined.]*

1.3.4.2 Payment Methodology.

{To be completed when contract is drafted.}

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

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

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

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

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

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

To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human

Page **60** of **63** Form Date 6/24/20 Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at <u>https://stophtiowa.org/certified-locations</u>, as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

Conferences at Lodging Facilities. In accordance with Iowa Code § 80.45A(5), if the following tasks are a part of the Contractor's scope of work under this Contract, prior to either (1) procuring space or services for a conference, meeting, or banquet located at a site where lodging is available that is owned, operated, or owned and operated by a lodging provider, or (2) hosting a conference, meeting, or banquet at a site where lodging provider, and in either case, the lodging provider must pay Iowa hotel/motel taxes, the Contractor shall verify the lodging provider is certified as having completed human trafficking prevention training on a website maintained by the Iowa Department of Public Safety. The website is currently available at <u>https://stophtiowa.org/certified-locations</u>. The Contractor shall submit proof of this certification to the Agency's contract manager with the claim for reimbursement.

1.4 Insurance Coverage.

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

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

1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply: **1.5.1 Data and Security System Framework**. The Contractor shall comply with either of the following:

- Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire, or
- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again

Page **61** of **63** Form Date 6/24/20 annually thereafter. For purposes of this section, "passed" means no unresolved high or critical findings.

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

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

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks: NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire.

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

1.6 Reserved. (Labor Standards Provisions.)

1.8 Incorporation of General and Contingent Terms.

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

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

1.8.2 Contingent Terms for Service Contracts ("Section 3"). The version of the Contingent Terms for Services Contracts posted to the Agency's website at <u>https://dhs.iowa.gov/contract-terms</u> 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

{The items below will be completed if the Contract includes Federal Funds}

The Contractor for federal reporting purposes under this Contract is a: {To be completed when contract is drafted.} Office of Child Support Enforcement ("OCSE") Funded Percentage: {To be completed when contract is drafted.} Federal Funds Include Food and Nutrition Service (FNS) funds? {To be completed when contract is drafted.} DUNS #: {To be completed when contract is drafted.} The Name of the Pass-Through Entity: {To be completed when contract is drafted.}

CFDA #: {*To be completed when contract is drafted.*}

Grant Name: {*To be completed when contract is drafted.*}

Federal Awarding Agency Name: {To be completed when contract is drafted.}

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