



Iowa Department of Human Services

REQUEST FOR PROPOSAL (RFP)

Iowa Child Abuse Prevention Program (ICAPP)  
Local Grantee Projects  
ACFS 19-003

Redlined Version with First Amendment Incorporated  
February 21, 2018

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### Additional Attachments Posted Separately

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<b>Attachment Q</b>	Iowa Child Abuse Prevention Strategic Plan

[\\*Amended Versions 2-21-18 and posted on Bid Opportunities](#)

**RFP Purpose.**

The Purpose of this Request for Proposals (RFP) is to solicit applications for State Fiscal Year (SFY) 2019 from eligible Community-Based Volunteer Coalitions or Councils for the provision of services to prevent Child Maltreatment in Iowa. Funds for services are available under the Iowa Child Abuse Prevention Program (ICAPP).

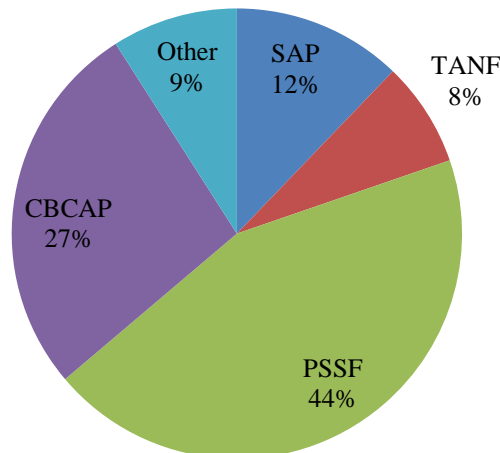
This procurement is intended to purchase services in alignment with the goals identified in the Iowa Child Abuse Prevention Strategic Plan (Attachment Q) as follows:

- Reduce Maltreatment by targeting services to families exhibiting Risk Factors that are most closely correlated with Child Abuse and Neglect.
- Coordinate Maltreatment prevention funding sources across multiple service sectors (e.g. public health, early childhood, human services) to use each source strategically in combatting Child Abuse and Neglect.
- Balance funding between Primary and Secondary Prevention with a greater emphasis on reaching more vulnerable families.
- Embed culturally competent practices in prevention services.
- Increase the use of informal and non-stigmatizing supports for families and youth.
- Increase the use of Evidence-Based practices (EBPs) in Child Maltreatment while introducing and evaluating innovative approaches.
- Engage in a statewide evaluation of prevention services’ effectiveness, monitoring protective and Risk Factors at the organization and community level.

**Available Funding.**

The Agency anticipates approximately \$1.65 million dollars to be awarded for SFY 2019, with the possibility of a one-year extension. Councils may apply for up to three total Projects in their community for SFY 2019 and 2020. Of the possible Projects, communities may apply for up to one Project in the Sexual Abuse Prevention Category and up to two Projects in all other categories. Contracts will be awarded for a one-year term, which the Agency may extend for one year. The maximum total award per county (including all Projects combined) will be \$40,000-\$105,441 and is calculated by a base amount of \$40,000 with additional funds available based on each county’s identifiable Risk Factors and Child population. A description of the methods to assess Risk Factors can be found in the Iowa Child Maltreatment Prevention Needs Assessment located in Attachment P. Additional information on budgetary restrictions is in Section 3.3. Allocations will be made in consideration of allowable activities under each ICAPP funding stream. The following chart illustrates ICAPP funding streams available for SFY 2019.

**Figure 1. SFY 2019 ICAPP Funding Sources**



Awards will be made in consideration of the various funding streams that contribute to the ICAPP fund for local prevention service Projects. Specific sources, and their restrictions, include the following annual state and federal funds:

**Promoting Safe and Stable Families (PSSF)** \$731,000 – Funding is available to prevent Child Maltreatment among families at Risk through the provision of supportive family services.

**Temporary Assistance for Needy Families (TANF)** \$125,000 – Funding is available to promote self-sufficiency and marriage for low income families. Goals include the following:

- 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
- Encourage the formation and maintenance of two-parent families.

**Community-Based Child Abuse Prevention (CBCAP)** \$450,000\* (approx.) – 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 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.

*\*Note: CBCAP funding has a three year expenditure period. There may be carry over funding available in excess of this amount for Projects that align with CBCAP target goals and populations.*

**Sexual Abuse Prevention (SAP)** \$202,000 – Funding is available through a state appropriation specifically for the prevention of Child sexual Abuse.

**Other (Discretionary)** \$150,000\* – Funding includes tax check-off, additional state funding from birth certificate fees and Child Abuse Prevention Treatment Act (CAPTA) basic grant funds.

- CAPTA 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;”
- Birth Certificate Fees are designated for Primary and Secondary Child Abuse or Neglect prevention. The full amount is approximately \$225,000 annually, though the majority is used to fund ICAPP Administration.
- Check-off funds are donations collected through a state tax check-off program. The funds provide general support to the Program.

*\*Note: Tax check-off funding is allowed to carry-over each SFY. Some additional carry-over funding may be available in excess of the annual amount collected.*

***Award Process.***

The Agency anticipates issuing multiple Contracts as a result of this RFP. Individual Projects may experience any of the following outcomes:

- 1) The Project may not be funded at all,
- 2) The Project may be offered partial funding, or
- 3) The Project may be funded completely.

If a Bidder is offered partial funding, they will be given the opportunity during Contract negotiations to resubmit Project output measures and update their budget based on the partial award amount.

***Duration of Contract.***

The Agency anticipates executing multiple Contracts that will have an initial one-year Contract term with the ability to extend the Contract for one additional one-year term. The Agency will have the sole discretion to extend the Contracts.

***Bidder Eligibility Requirements.***

Funds for the Projects shall be applied for and received by a Community-Based Volunteer Coalition or Council as stated in Iowa Code § 235A.1 and as defined by Iowa Admin. Code Ch. 441-155. Entities that are eligible to submit a Bid Proposal in response to this RFP for each Iowa county or group of counties are identified in Attachment L: Bidder Eligibility.

***Bidder Designated Contractor.***

Iowa Administrative Code now allows for a Community-based Volunteer Coalition or Council to designate a separate Legal Entity to hold Contracts, if designated to do so by the Coalition or Council. Please see Attachment I for additional information on Contractor designation.

**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.

<b>Event</b>	<b>Date</b>
Agency Issues RFP Notice to Targeted Small Business Website (48 hours):	<b>January 24, 2018</b>
Agency Issues RFP to Bid Opportunities Website	<b>January 26, 2018</b>
Bidders' Conference Will Be Held on the Following Date and Time	<b>February 7, 2018, 2:00 p.m.</b>
Bidder Letter of Intent to Bid Due By	<b>February 14, 2018, 2:00 p.m.</b>
Bidder Written Questions Due By	<b>February 14, 2018, 2:00 p.m.</b>
Agency Responses to Questions Issued By	<b>February 21, 2018</b>
<b>Bidder Proposals and any Amendments to Proposals Due By</b>	<b>March 19, 2018, 2:00 p.m.</b>
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	<b>May 18, 2018</b>
Contract Negotiations and Execution of the Contract Completed	<b>June 15, 2018</b>
Anticipated Start Date for the Provision of Services	<b>July 1, 2018</b>

## **Section 1 Background and Scope of Work**

### ***1.1 Background.***

The Iowa State Legislature first established the Iowa Child Abuse Prevention Program (ICAPP) in 1982. The Program, as set forth in Iowa Code § 235A.1, is supported through a fund created in the state treasury under the control of the Agency. The fund is composed of moneys appropriated or available to and obtained or accepted by the treasurer of state for deposit in the fund (Iowa Code § 235A.2).

In 2016, the Agency decided to align the ICAPP Program with the other Agency Child Maltreatment prevention program, the Community-Based Child Abuse Prevention (CBCAP) program. The CBCAP program, as outlined in the reauthorized Child Abuse Prevention and Treatment Act (CAPTA), P.L. 111-320, seeks to prevent Child Abuse and Neglect through community interagency partnerships to better strengthen and support families to reduce the likelihood of Child Abuse and Neglect.

The intent of the CAPTA legislation is that Child Abuse and Neglect prevention should be viewed as a part of the larger statewide and national Child welfare system and requires a network of public-private partnerships. These partnerships involve families and other disciplines such as social services, health and mental health, substance abuse treatment services, domestic violence, Child care, early childhood, education, law enforcement and advocacy groups within the community. This CBCAP federal legislation also supports system change through the Child and Family Services Review (CFSR) process of reviewing and evaluating Child welfare services within states.

Prior to this procurement, CBCAP had been operating in the state as a separate effort, with funds being applied for and received by Community Partnerships for Protecting Children (CPPC) sites. The Agency observed a substantial overlap between Projects funded in each county/region. In addition, a considerable majority of stakeholder feedback indicated support for the combination of the funds into one funding opportunity. After soliciting feedback from grantees and other stakeholders, and reviewing data associated with Child Abuse prevention programming, the Agency resolved to combine the CBCAP funds with the ICAPP Program.

Bidders will apply for funds through a combined procurement process. Once awarded, specific Projects may be designated to a specific funding source for billing and reporting purposes to ensure Projects are consistent with the allowable uses of the funds. In calendar year 2017, CPPC sites and existing Child Abuse Prevention Councils were notified of the merger and that through the combined procurement process only one entity per county would be eligible to submit Bid Proposals in response to this RFP. Councils and CPPC sites were directed to identify the entity for each county, or group of counties, that would be the eligible Bidder and to document the agreement through a Memorandum of Understanding (MOU). Counties that identified eligible Bidders through the MOU process are reflected in Attachment L: Bidder Eligibility.

Although the majority of local funding will focus on Projects providing family support services to Children and families at Risk, there is also funding available for additional services, aimed at a more general population (i.e. Primary Prevention), including Sexual Abuse Prevention Projects and Community Development Projects.

## **1.2 RFP General Definitions.**

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

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

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

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

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

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

### **Definitions Specific to this RFP.**

**“Bidder”** means a Council that submits a Proposal 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 § 1C.2.

**“Child”** or **“Children”** means a person(s) who meets the definition of a Child in Iowa Code § 234.1(2).

**“Child Abuse and/or Neglect”** or **“Child Maltreatment”** means Abuse or Neglect that has occurred as a result of the acts or omissions of a caretaker as defined in Iowa Code § 232.68.

**“Child Abuse Prevention Program Advisory Committee (CAPPAC),”** or **“Committee”** means the Child Abuse Prevention Program Advisory Committee as specified in Iowa Code § 217.3A. This is the advisory body charged with making recommendations to the Agency in regards to the Iowa Child Abuse Prevention Program.

**“Child Abuse Prevention and Treatment Act (CAPTA)”** means the Child Abuse Prevention and Treatment Act, first enacted in 1974 and most recently amended and reauthorized on December 20, 2010 (Public Law 111-320). CAPTA sets forth a minimum definition of Child Abuse and Neglect and identifies the Federal role in supporting research, evaluation, technical assistance, and data collection activities.

**“Community-Based Child Abuse Prevention (CBCAP)”** means Community-Based Child Abuse Prevention, as defined in the Child Abuse Prevention and Treatment Act. CBCAP provides funding to states for the purposes of supporting community-based efforts to develop, operate, expand, enhance, and coordinate initiatives, programs, and activities to prevent Child Abuse and Neglect.

**“Community-Based Volunteer Coalition or Council”** or **“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, memorandum of understanding or similar documentation (Iowa Admin. Code r. 441-155.1). Councils may be structured through a CPPC site, non-profit, or other volunteer-based entity.

***“Community Partnerships for Protecting Children” or “CPPC”*** means a community-based initiative in which efforts are made to enhance community resources for Child Abuse prevention, and work towards safely decreasing out of home placements for Children, and promoting timely reunification for Children in foster care with a focus on the improvement of Child welfare processes, practices, and policies. The Community Partnership Approach includes four strategies:

1. Shared decision making
2. Neighborhood/Community Networks
3. Policy and Practice Change
4. Individualized Course of Action (Family Team Meetings.)

CPPC Sites are overseen by a Community Partnership Shared Decision Making Steering Committee.

***“Community Partnership Shared Decision Making Steering Committee”*** means a multi-disciplinary committee, whose membership includes a range of various disciplines across the Child protection spectrum. The decision-making groups are engaged in assessing and responding to the needs of Children and families in the local community. This includes planning, implementing, and evaluating the strategies and activities of the local CPPC. The group is also responsible for educating their local community about the importance and community benefits of Children’s safety and well-being.

***“Contract”*** means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor(s) as a result of this RFP.

***“Contractor Designee” or “Designated Contractor”*** means a Legal Entity that has been designated by the Community-Based Volunteer Coalition or Council, through Attachment I of this RFP, to enter into a Contract directly as a result of an award. Iowa Administrative Code, r. 441—155.4 states, specifically that, “in order to receive funding from the department, community councils must be legal entities or must designate a Legal Entity to receive the Project funds directly (e.g., a local service provider).”

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

***“Direct Costs”*** means those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as either Direct or Indirect (F&A) costs. Typical costs charged directly to a Federal award are the compensation of employees who work on that award, their related fringe benefit costs, the costs of materials and other items of expense incurred for the Federal award. If directly related to a specific award, certain costs that otherwise would be treated as Indirect Costs may also include extraordinary utility consumption, the cost of materials supplied from stock or services rendered by specialized facilities or other institutional service operations (45 CFR § 75.413).

***“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: FRIENDS National Center for Community-Based Child Abuse Prevention, the Child Welfare League of America, the California Evidence-Based Clearinghouse for Child Welfare, the Center for the Study of Social Policy, and university schools of social work. Additional resources for information on Evidence-Based Practice and programs in the prevention of Child Maltreatment can be located in Section 2.4 Online Resources.



**“Evidence-Informed Practice”** means practices that are very similar to Evidence-Based Practices, 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.

**“Family Support Statewide Database (FSSD)”** is defined as the online data collection system required to be utilized by Iowa Child Abuse Prevention Program grantees in the categories of home visitation and parent development. The database system in use under this RFP is the DAISEY system.

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

**“Fiscal Agent”** means an entity (private or public) that receives, manages, accounts for, and disburses monies on behalf of the Bidder. Fiscal Agent services shall include only the core functions of receiving, accounting for, and disbursing financial resources on behalf of the Bidder. All other services provided by a Fiscal Agent shall be considered coincidental to the Fiscal Agent's core fiduciary duties.

**“Incentives”** means expenses associated with the purchase of goods to encourage Project participation. Incentives include, but are not limited to, meals, baby items, diapers, gift cards, toys, books, trinkets, etc.

**“Indirect (Facilities and Administration or F&A) Costs”** means costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. To facilitate equitable distribution of Indirect expenses to the cost objectives served, it may be necessary to establish a number of pools of Indirect (F & A) Costs. Indirect (F&A) Cost pools must be distributed to benefitted cost objectives on bases that will produce an equitable result in consideration of relative benefits derived (45 CFR § 75.2). Typical examples of Indirect (F&A) cost for many nonprofit organizations may include depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting

**“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 RFP refers to the Program as a whole rather than individual Projects funded under the Program.

**“Issuing Officer”** means the sole point of contact regarding this RFP from the date of issuance until selection of the successful Bidders.

**“Legal Entity”** means an agency or organization recognized to do business in the state of Iowa. Private organizations are recognized by registering with the Secretary of State's office and can be located here:

[https://sos.iowa.gov/search/business/\(S\(mz4tw2vhv1qote45ggl5dni5\)\)/search.aspx](https://sos.iowa.gov/search/business/(S(mz4tw2vhv1qote45ggl5dni5))/search.aspx)

“Public Agencies” as defined in Iowa Code § 28E.2 are also considered legal entities for the purposes of entering into a Contract resulting from this procurement (e.g., a county public health department).

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

**“Primary Child Abuse Prevention”** means activities that are directed at the general population and that attempt to stop Maltreatment before it occurs.

**“Projects”** means the individual Projects funded under the Iowa Child Abuse Prevention Program as a result of this RFP.

**“Project Partner”** means an entity or organization whose voluntary cooperation is necessary to carry out the activities laid out in the Bid Proposal. A Project Partner differs from a Subcontractor in that they are not being paid to perform work under the Contract, but rather provide in-kind support or Participant access. An example of a Project Partner would be a school or homeless shelter where services are provided to Project Participants.

**“Program Administrator” or “ICAPP Administrator”** means the entity, contracted by the Agency, to provide administrative support services for ICAPP. Currently, the Program Administrator is Prevent Child Abuse Iowa (PCA Iowa).

**“Promoting Safe and Stable Families (PSSF)”** means Title IV-B, Subpart 2 of the Social Security Act, which provides for funds to state Child welfare agencies for services that address family support, family preservation, time-limited family reunification and adoption promotion and support.

**“Protective Factors”** are 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. A list of Protective Factors is available from FRIENDS National Center for Community-Based Child Abuse Prevention at: <http://friendsnrc.org/cbcap-priority-areas/protective-factors>.

**“Request for Proposal” or “RFP”** means this publicly issued RFP by the Agency to potential Bidders for local Child Abuse prevention services.

**“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 Child Abuse Prevention”** means activities that target populations with one or more Risk Factors associated with Child Maltreatment, such as poverty, parental substance abuse, young parental age, parental mental health concerns, and parental or Child disabilities.

**“Special Populations”** 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
- Unaccompanied homeless youth
- Homeless families or those at risk of homelessness
- Adult former victims of Child Abuse, Neglect or domestic violence
- Other underserved or underrepresented groups

**“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.

**“Subcontractor”** means any individual or entity (public or private) with whom the Bidder intends to enter into an agreement with to perform some or all of the work as outlined in the Bid Proposal in response to 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.

**“Tertiary Child Abuse Prevention”** means activities that focus on populations where Maltreatment has already occurred (i.e. allegations have been confirmed or founded by Child protective services) and seek to reduce the negative consequences of the Maltreatment and to prevent its recurrence.

### ***1.3 Scope of Work.***

ICAPP is a state and local partnership that seeks to prevent Child Abuse before it occurs. ICAPP does this by providing funding for Primary and Secondary prevention services intended to increase Protective Factors, making Children, families, and communities safer and more resilient. Critical to the provision of these services is the involvement of local Councils or Coalitions in identifying community needs and the types of Projects and activities that can best address those needs, using curricula and practices that have shown evidence of success in prevention. ICAPP seeks to balance this need for local involvement, insight, and flexibility with the Program's goal of ensuring delivery of services that are effective and cost-efficient.

#### ***1.3.1 Deliverables.***

ICAPP Projects funded must fall under one of the categories outlined below. Bidders may apply for up to one Project in the Sexual Abuse Prevention Category and an additional two Projects in the categories of Home Visitation, Parent Development, Crisis Child Care, and Community Development for a total of up to three Projects. Bidders who elect not to submit a Proposal for Sexual Abuse Prevention are limited to a total of two Projects from all other categories.

**1. Family Support Services** – Services and activities for families provided under these areas shall rely on Evidence-Based or Evidence-Informed programs or models of practice. Further information on specific curricula or programming, and resources to meet these criteria, can be found in Attachment P (Iowa Child Maltreatment Prevention Needs Assessment). Family Support Services shall be applied for using the Project Proposal Form (Home Visitation, Parent Development, and Crisis Care), Attachment N (1).

Core family support service providers shall achieve outcomes related to one or more of the five Protective Factors:

- Family functioning and resiliency
  - Social support
  - Connection to concrete support
  - Knowledge of parenting and Child development
  - Nurturing and attachment
- a. **Home Visiting Services (HV)** – These services include parenting instruction and family support services primarily delivered in a Participant's home. To be eligible for inclusion in this category, a Project must comply with the standards of a national Evidence-Based Practice model, such as *Parents as Teachers*, *Nurse Family Partnership*, *Healthy Families America*, or other models listed on the United States Department of Health and Human Services, Administration for Children and Families' Home Visiting Evidence of Effectiveness website at:  
<https://mchb.hrsa.gov/maternal-child-health-initiatives/home-visiting-overview>
- b. **Parent Development (PD)** – These services include, but are not be limited to: parenting instruction, parent-child interaction programs, social support programs, and parent leadership services. These services may be delivered in group settings or at Participant homes. This service may also be targeted toward specific populations at greater Risk, for example young parents, parents of Children with disabilities, or other Special Populations.

Community-based family team meetings may be considered under this category but shall be part of a broader program model. For example, see information in Needs Assessment, Attachment P, on the C.A.R.E.S. (Coordination, Advocacy, Resources, Education and Support) model.

**2. Crisis Care Services (CC)** – These include short term care services provided in the temporary absence of the regular caregiver (parent, other relative, foster parent, adoptive parent, or guardian). Crisis Care Services are intended to be utilized for families experiencing crisis, and Contractors shall include

linkages to other services, such as Home Visiting Services, Parent Development or other community-based supports. Services must be provided in a licensed or regulated Child care setting and may be provided for no more than 72 consecutive hours. Crisis Care Projects shall be applied for using the Project Proposal Form (Home Visitation, Parent Development, and Crisis Care), Attachment N (1).

**3. Sexual Abuse Prevention** – These include services provided to prevent the likelihood of Child victimization through sexual Abuse. The state has appropriated specific funding in the amount of \$202,000 for ICAPP Projects focusing on this area. Projects funded under this area shall focus on best practices in the prevention of Child sexual Abuse including, but not limited to:

*For adult-focused interventions:*

1. Developing knowledge of Child sexual Abuse and increased knowledge of prevention.
2. Increasing skills for adults to talk to Children and other adults about Child sexual Abuse.
3. Promoting protective behaviors.
4. Recognizing and responding to signs of grooming, Abuse, or disclosures.
5. Understanding sexual development.

*For Child-focused interventions:*

1. Strong adult focus with the responsibility of Child safety firmly placed on adults and not Children.
2. Education that occurs over multiple sessions over the course of more than one day.
3. Emphasis that Abuse is never the Child's fault.
4. Promotion of protective behaviors and assertiveness.
5. Information is presented in a variety of formats with an opportunity for skills practice.
6. Information about other related forms of physical, sexual, or emotional Abuse.
7. Guidance to disclose unsafe touch or uncomfortable situations to a trusted adult.

Instruction may include information on Child sexual Abuse, its precursors, healthy sexual development, and prevention strategies. All Projects must include an adult-focused component. Priority will be given to Projects that prioritize adult focused interventions. Sexual Abuse Prevention Projects may be stand alone or be in conjunction with one of the direct services outlined above. (For example, a 12-week parenting class may include multiple sessions focused on preventing sexual Abuse). However, for funding purposes, they shall be applied for separately using the Sexual Abuse Prevention Project Proposal Form [Attachment N (2)] and with their own budgets.

**4. Community Development** – These include efforts to engage or mobilize communities in support of Child Abuse prevention, reduce stigma for families to reach out for help, or build awareness of Child Maltreatment and the need to prevent it. Examples of eligible Community Development Projects include Parent Café Projects, Connections Matter® initiatives, Community Readiness Projects using the Tri-ethnic Center Model, or marketing and awareness Projects. Ongoing Council development and management (such as attending Council meetings, documenting Council meeting minutes, or Council recruitment activities) are not eligible for funding under this Project Type. Community Development requests shall be submitted on a specific Project Proposal Form [Attachment N (3)] and applied for separately from other Projects.

**1.3.1.2 Reporting Requirements.****Reporting Requirements (Home Visitation, Parent Development, and Crisis Care)**

Specific reporting requirements, and the specific format of reports, shall be set forth in the Contract between successful Bidders and the Agency. At a minimum, Contractors will be required to keep and report statistical information to the ICAPP Administrator, including but not limited to, the following:

- Services provided (number of classes/groups, number of visits, hours of care, etc.);
- Number of Participants served (adults, families and Children);
- Recruitment rate—number of new Participants (i.e. not having participated in same Project in the prior reporting period);
- Retention rate—number of returning Participants (i.e. having participated in same Project in the prior reporting period);
- Demographic data on Participants served, to include, but not be limited to:
  - Family structure;
  - Age (of all adult and Child Participants);
  - County of residence (home zip code);
  - Race/Ethnicity;
  - Risk Factors present including, but not limited to, families having a Child with special needs, caregivers with disabilities, incarcerated caregiver, and status as a single parent;
  - Education level; and
  - Income level.
- Participant satisfaction surveys;
- Project financial data (including expenditures of ICAPP funds and other federal/state/private dollars); and
- Project Fidelity measures.

**Reporting Requirements (Sexual Abuse Prevention)**

- Services provided (number of classes/groups, presentations, etc.);
- Number of Participants served (adults and Children);
- Project financial data (including expenditures of ICAPP funds and other federal/state/private dollars); and
- Project Fidelity measures.

**Reporting Requirements (Community Development)**

Contractors shall maintain records of Participant names in a confidential location for at least seven years following services. The names of any ICAPP funded Project Participants are subject to verification by the ICAPP Administrator or the Agency at any time during or after the Contract ends.

Projects are expected to Project outputs of activities (including contacts, presentations, messaging, and other awareness activities) as well as measurable outcomes. Contractors shall evaluate and report on outcomes related to changes in community attitudes and behavior. Each Community Development Project must assess and report baseline data related to community attitudes and behavior related to Child Maltreatment Prevention. Bidders shall identify the specific “community” within their Proposal. A community may be a geographical region (such as a town, city, or county) or a system/agency/organization (such as a school, business, or system of care). Example indicators may include, but are not limited to:

- Stigma associated with seeking help;
- Awareness of Child Maltreatment and community resources;
- Summary of existing policies or practices; and/or
- Survey responses measuring attitudes/behaviors of target community.

Examples of evaluation activities for Community Development Projects can include, but are not limited to: Tri-ethnic Center Model for measuring Community Readiness, using community surveys, measuring website/social media engagement, google analytics, using pre-post surveys and/or documenting changes in organizational or community policies.

### ***1.3.1.3 Additional Information on Project Structure and Restrictions on Deliverables***

#### **Guidance on Project Structure.**

It is possible for a single Project to have multiple components included in one Proposal. For example, a Coalition or Council may recognize a need for fatherhood services, as well as a teen parenting support group. These Projects could be considered to fall under the general umbrella of Parent Development Services and, therefore, count as one Project Proposal. Another example would be a Sexual Abuse program that includes multiple components (e.g. adult education, and Child-focused programming). Again, as long as these components are part of one unique Project, they may be applied for together in a single Proposal.

However, if a Bidder wishes to apply for multiple distinctly different Projects under the same category, they may as long as they do not exceed the maximum of two (2) Project Proposals in the following categories: Community Development, Home Visitation, Parent Development and Crisis Child Care. For example, a Council may wish to apply for two different Parent Development Projects, which use different curricula and/or have a specific target audience (e.g. a class for parents with school aged Children, in addition to an ongoing young-parents support program). In this case, these Projects may be applied for separately in two separate Proposals. Additionally, all Bidders may each apply for up to one Project in the Sexual Abuse Prevention category, given funding limitations in this category.

#### **Guidance on Deliverables and Restrictions.**

Bidders are given wide latitude in defining a unique Project and identifying a specific program model to use in their approach to meeting the Deliverables. However, all Project activities must fall within the Primary and Secondary aspects of the prevention continuum. Primary Prevention includes activities that are provided to the greater population, regardless of the presence of Risk Factors for Child Abuse. Secondary Prevention includes activities that are specifically targeted to populations that present one or more Risk Factors for Child Abuse. ICAPP funds shall not be expended for treatment or other Child welfare service delivery programs regularly maintained by the Agency.

The following topics may be covered as part of a broader curriculum to prevent Child Abuse (e.g., as part of a parenting course or through a sexual Abuse prevention program), **however ICAPP funds may not be used to implement programs with a primary purpose of:**

- Bullying prevention;
- Pregnancy prevention;
- Sexual harassment or intimate partner violence prevention; or
- Youth substance abuse and/or delinquency prevention.

#### **In addition, the following types of programming are not eligible for funding under ICAPP:**

- Respite Child care (short term planned respite);
- Long-term Child care (i.e. for a period exceeding 72 consecutive hours);
- Tertiary Child Abuse Prevention activities, such as:
  - The Parent Partner approach;
  - Treatment services for families involved with the Child welfare system because of confirmed or founded reports of Abuse; or
  - Shelter services for youth.

In addition to delivering services, Bidders shall comply with ICAPP requirements that further the goals of Program accountability and effectiveness. This will require participation with ICAPP service reporting and evaluation efforts, as well as monitoring activities conducted by the Agency and the Program Administrator. Additionally, awardees will be required to comply with training requirements as outlined in the Performance Measures.

### ***1.3.2 Performance Measures.***

Specific Performance Measures may differ slightly, depending on the type of Project awarded. However, a successful Bidder shall meet certain performance measures around reporting service outputs, service goals, training, and evaluation. Examples of general Performance Measures to be expected in an awarded Contract are outlined below:

#### **PM 1: Reporting (All Projects)**

- **100% of required service and financial reports shall be submitted by the Contractor to the ICAPP Administrator with monthly Invoices, as required for payment, by the deadlines provided:**
  - Quarterly service reports are due by the 15<sup>th</sup> of the month, or the next Business Day, following the reporting period to the ICAPP Administrator, via the FSSD and/or as instructed by the ICAPP Administrator.
  - Quarterly service reports shall be submitted by the Contractor regardless of whether or not services are provided in the reporting period.
    - For Projects using the FSSD to report service data, Contractors shall submit additional reporting elements to the ICAPP Administrator, including but not limited to:
      - Financial data on all other sources of funding;
      - A qualitative Project narrative; and
      - Summary of Contractor's Fidelity to the model identified in their Proposal.

#### **PM 2: Council or Coalition Membership and Meeting Frequency (All Projects)**

- **Contractor shall assure that a minimum of 85% of required Council or Coalition Memberships are filled at all times (6 of 7 required representatives).**
  - Required membership information, including definitions, is provided in the instructions to Council Membership Form, Attachment H.
  - Councils shall meet regularly, but no less than once per SFY quarter.

#### **PM 3: Service Measures (Home Visitation, Parent Development, Crisis Care, Sexual Abuse Prevention)**

- **By the end of SFY 2019 (June 30, 2019) and SFY 2020 (June 30, 2020), the Contractor shall meet a minimum of 85% of all service measures.** These measures are based on those outlined in the Contractor's Bid Proposal and/or any Amended Project Overview based on the actual awarded amount (to become part of a Contract).
  - By the third quarter (March 31<sup>st</sup>) of each SFY a minimum of 60% of at least one service measure related to units of service (i.e., number of home visits or number of sessions), and at least 60% of one service measure related to Participants (i.e., number of families or adults) shall be met.

#### **PM 3: Service Measures (Community Development)**

- **By the end of SFY 2019 (June 30, 2019) and SFY 2020 (June 30, 2020), the Project shall meet a minimum of 85% of all service measures.**
  - By the third quarter (March 31<sup>st</sup>) of each SFY a minimum of 60% of at least one service measure related to units of service (i.e., number of presentations), and at least 60% of one service measure related to Participants (i.e., number of individuals) shall be met.

**PM 4: Evaluation (Home Visitation and Parent Development Services):**

- **Contractor shall collect and report enrollment data (i.e., demographics) for 100% of new Participants.**
  - This will occur through the FSSD.
- **Contractor shall collect and enter enrollment surveys (Protective Factors Survey) on a minimum of 90% of new Participants.\***
  - This will occur through the FSSD.
- **Contractor shall collect and enter follow-up surveys (Protective Factors Survey) on a minimum of 70% of Participants upon planned discharge, or annually for Participants engaged in programming on an ongoing basis.\***
  - This will occur through the FSSD. If discharge surveys are not completed, there must be a corresponding discharge reason indicating the discharge was not planned.
- **Contractor shall collect and submit to the ICAPP Administrator the results of Participant satisfaction surveys for a minimum of 50% of families upon planned discharge from the Program, at the end of short-term services, or at least annually for those receiving long term or ongoing services.**
  - This will not be done via the FSSD. Contractor shall use a tool (either pen/paper or online), as provided by the Program Administrator.

*\*Note: Performance measures using the FSSD for the Protective Factors Survey (PFS) will be based on the proportional amount of funding ICAPP is to the full Project. For example, home visitation programs funded through Early Childhood Iowa do not require the PFS. ICAPP will require completion of this tool and, therefore, Contractors shall assure the measures are met in relation to the percent of the funding that comes from ICAPP. For example, if the Project is funded 50% with ICAPP and 50% with ECI and serves 50 families in the SFY, a minimum of 25 would be needed to meet 100% of these measures (23 for 90%). In the same example, if only 20 of the 50 either remained in the program or had a planned discharge during the SFY, a minimum of 10 would be required to meet 100% of this measure (or 7 for 70%).*

**PM 4: Evaluation (Crisis Care):**

- **Contractor shall collect and report enrollment data (i.e., demographics) for 100% of new Participants.**
- **Follow-up surveys (including the Protective Factors Survey) shall be completed and entered as directed by the ICAPP Administrator for at least 70% of Participants upon completion of services.**

**PM 4: Evaluation (Sexual Abuse Prevention):**

- **90% of verifiable Sexual Abuse Prevention Adult Participants (e.g. parents or other adults) attending adult-focused programming shall complete the appropriate “adult-focused instruction” evaluation by the end of the SFY and the Contractor shall submit the evaluations to the ICAPP Administrator.**
  - This measure will be required for adults served through specific programming with verifiable numbers of Participants.
  - Contractors shall utilize the evaluation form identified by the curricula developer/distributor.
- **90% of verifiable Child-focused Sexual Abuse Prevention Participants shall complete the appropriate evaluation as required by the curriculum developers and submit the evaluations to the ICAPP Administrator.**

**PM4: Evaluation (Community Development):**



- **Contractors shall submit 100% of quarterly evaluation reports by the deadline. Evaluation reports shall be completed in the format provided by the Program Administrator and must include a narrative of the indicators of the Project's impact as outlined in the Bid Proposal.**
  - Quarterly evaluation reports are due by the 15<sup>th</sup> of the month, or the next Business Day, following the reporting period to the Program Administrator.
- **Contractors shall provide all baseline evaluation data with their second quarterly report by January 15, 2019.**
  - The Contractor shall include all baseline measures gathered between July 1, 2018 and December 31, 2018.
- **Contractors shall submit a final evaluation report by June 30, 2020.**
  - The Contractor shall include in the final report all progress made on baseline measures and indicators identified within the baseline report.

**PM 5: Training Requirements (All Projects):**

- **Contractors shall attend 100% of mandatory trainings. Attendance must be in-person to one annual regional meeting and live (via webinar) to annual Contract training.**
  - Contractor representation shall include a member of the Council or Coalition, or a representative of the service provider with knowledge of the Project.
- **Contractors shall attend two additional required trainings either live (via webinar) or recorded and viewed within 15 Business Days once the recording is available online.**
  - The Program Administrator will notify the Contractor when the training is available online.
  - Completion will be documented by a survey completed and submitted by the Contractor available at the end of the online training.

***1.3.3 Contract Payment Methodology.***

Contractor shall invoice the Agency monthly for reimbursement of the costs associated with meeting the Deliverables of the Contract. This reimbursement shall be in accordance with the negotiated Contract budget, which the Contractor shall submit based on the final awarded amount, prior to Contract Execution. The Contractor shall inform the Program Administrator and/or Agency within 30 days of any line item shifts in the budget, up to 10%, assuming the shifts do not violate any cost restrictions. In the event the Contractor wishes to shift more than 10% of the Contract value among line items in any SFY (including one single shift or multiple line item shifts that add up to 10%), the Contractor shall seek Agency approval prior to incurring the expenses.

**Distribution of Funding.**

Funds will be distributed through the reimbursement of monthly expenses incurred by the Contractor for services rendered. Monthly claims, with supporting documentation, must be sent directly to the Program Administrator, currently Prevent Child Abuse Iowa (PCA Iowa), for review, who shall then forward approvable claims to the Agency within ten Business Days of receipt.

## Section 2 Basic Information About the RFP Process

### **2.1 Issuing Officer.**

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

Michelle Muir  
1305 E Walnut St., 5th Floor NE  
Des Moines, IA 50319  
Phone: 515-281-8785  
mmuir@dhs.state.ia.us

### **2.2 Restriction on Bidder Communication.**

From the issue date of this RFP until announcement of the successful Bidder, the Issuing Officer is the point of contact regarding the RFP. There may be no communication regarding this RFP with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFP. The Issuing Officer will respond only to questions regarding the procurement process.

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

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

### **2.4 Online Resources.**

Support for program model evidence of effectiveness shall reference registries, journals or other lists that assist the public in identifying approaches that have been scientifically tested. Examples of such include, but are not limited to the following:

FRIENDS National Center for Community Based Child Abuse Prevention Matrix of Evidence-Based programs found at: <https://friendsnrc.org/evidence-based-practice-in-cbcap/evidence-based-practice-directory>

California Evidence-Based Clearinghouse for Child Welfare program registry found at: <http://www.cebc4cw.org/home/>

Promising practices network list of programs can be found at: [http://www.promisingpractices.net/resources\\_childabuse.asp#programs](http://www.promisingpractices.net/resources_childabuse.asp#programs)

Blueprints for Healthy Youth Development effective programs can be found at: <http://www.blueprintsprograms.com/>

Substance Abuse and Mental Health Services Administration (SAMHSA) National Registry of Evidence Based Programs and Practices (NREPP) can be found at: <https://nrepp.samhsa.gov/landing.aspx>

US Department of Health & Human Services resource of Home Visiting Evidence of Effectiveness can be found at: <https://homvee.acf.hhs.gov/Default.aspx>

Center for Disease Control and Prevention research and program information related to Child Maltreatment prevention can be found at: <https://www.cdc.gov/violenceprevention/childabuseandneglect/index.html>

### **2.5 Intent to Bid.**

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

### ***2.6 Bidders' Conference.***

The Bidders' conference will be conducted as a conference call on the date and time listed in the Procurement Timetable. The purpose of the Bidders' conference is to inform prospective Bidders about the work to be performed and to provide prospective Bidders an opportunity to ask questions regarding the RFP. Verbal discussions at the conference shall not be considered part of the RFP unless incorporated into the RFP by amendment. Questions asked at the conference that cannot be adequately answered during the conference may be deferred and responded to in writing. Participation in this conference call is optional, but recommended as this will be the only opportunity to ask verbal questions regarding this RFP.

To join the call on the specified date and time, dial the following number (866) 685-1580 number and use the following conference code when prompted by the system: 6340846241 conference code.

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

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

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

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

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

The Bid Proposal shall be received by the Issuing Officer by the time and date specified in the Procurement Timetable. The Agency will not waive this mandatory requirement. Any Bid Proposal received after this deadline will be rejected and will not be evaluated.

Bid Proposals are to be submitted in accordance with the Bid Proposal Formatting section of this RFP. Bidders mailing Bid Proposals shall allow ample mail delivery time to ensure timely receipt of their Bid Proposals. It is the Bidder's responsibility to ensure that the Bid Proposal is received prior to the deadline. Postmarking or submission to a courier by the due date shall not substitute for actual receipt of the Bid Proposal by the Agency.

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

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

If the Bidder amends their Bid Proposal, the amendment shall be in writing and signed by the Bidder. The Bidder shall provide the same number of copies of the amendment as is required for the original Bid Proposal. It is a mandatory requirement that the Issuing Officer shall receive any amendments by the deadline for submitting Bid Proposals. However, if the RFP is amended after receipt of Proposals, any bid amendment must be received by the deadline set by the Agency.

### ***2.10 Withdrawal of Bid Proposal.***

The Bidder may withdraw its Bid Proposal prior to the closing date for receipt of Bid Proposals by submitting a written request to withdraw to the Issuing Officer. Electronic mail and faxed requests to withdraw will not be accepted.

### ***2.11 Costs of Preparing the Bid Proposal.***

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

### ***2.12 Rejection of Bid Proposals.***

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

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

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

#### **2.13.1 Mandatory Requirements.**

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

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

#### **2.13.2 Reasons Proposals May be Disqualified.**

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

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

necessary to substantiate that it will be able to meet the Scope of Work specifications (See RFP Section 3.2.4);

- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.3);
- Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.

The determination of whether or not to disqualify a Proposal and not consider it for award of a Contract for any of these reasons, or to waive or permit cure of variances in Bid Proposals, is at the sole discretion of the Agency. No Bidder shall obtain any right by virtue of the Agency's election to not exercise that discretion. In the event the Agency waives or permits cure of variances, such waiver or cure will not modify the RFP specifications or excuse the Bidder from full compliance with RFP specifications or other Contract requirements if the Bidder enters into a Contract.

#### ***2.14 Bid Proposal Clarification Process.***

The Agency may request clarifications from Bidders for the purpose of resolving ambiguities or questioning information presented in the Bid Proposals. Clarifications may occur throughout the Bid Proposal evaluation process. Clarification responses shall be in writing and shall address only the information requested. Responses shall be submitted to the Agency within the time stipulated at the occasion of the request.

#### ***2.15 Verification of Bid Proposal Contents.***

The contents of a Bid Proposal submitted by a Bidder are subject to verification.

#### ***2.16 Reference Checks.***

The Agency reserves the right to contact any reference to assist in the evaluation of the Bid Proposal, to verify information contained in the Bid Proposal, to discuss the Bidder's qualifications, and/or to discuss the qualifications of any Subcontractor identified in the Bid Proposal.

#### ***2.17 Information from Other Sources.***

The Agency reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts, and the Bidder's authority and ability to conduct business in the State of Iowa. Such other sources may include subject matter experts.

#### ***2.18 Criminal History and Background Investigation.***

The Agency reserves the right to conduct criminal history and other background investigations of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for the performance of the resulting Contract. The Agency reserves the right to conduct criminal history and other background investigations of the Bidder's staff and Subcontractors providing services under the resulting Contract.

#### ***2.19 Disposition of Bid Proposals.***

Opened Bid Proposals become the property of the Agency and will not be returned to the Bidder. Upon issuance of the Notice of Intent to Award, the contents of all Bid Proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code chapter 22 or other applicable law.

#### ***2.20 Public Records and Request for Confidential Treatment.***

Original information submitted by a Bidder may be treated as public information by the Agency following the conclusion of the selection process unless the Bidder properly requests that information be treated as confidential at the time of submitting the Bid Proposal. See the Bid Proposal Formatting Section for the proper method for

making such requests. The Agency's release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Bid Proposal. The Agency will copy public records as required to comply with public records laws.

The Agency will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code chapter 22 or other applicable law by a court of competent jurisdiction.

In the event the Agency receives a request for information marked confidential, written notice shall be given to the Bidder seventy-two (72) hours prior to the release of the information to allow the Bidder to seek injunctive relief pursuant to Iowa Code § 22.8.

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

### ***2.21 Copyrights.***

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

### ***2.22 Release of Claims.***

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

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

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

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

### ***2.25 Acceptance Period.***

The Agency shall make a good faith effort to negotiate and execute the Contract. If any apparent successful Bidder fails to negotiate and execute a Contract, the Agency may, in its sole discretion, revoke or revise 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 any written Contracts.

### ***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, 1<sup>st</sup> Floor  
1305 E. Walnut Street  
Des Moines, Iowa 50319-0114  
email: [reconsiderationrequest@dhs.state.ia.us](mailto:reconsiderationrequest@dhs.state.ia.us)

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

### ***2.27 Definition of Contract.***

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

### ***2.28 Choice of Law and Forum.***

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

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

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

### ***2.30 Exclusivity.***

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

### ***2.31 No Minimum Guaranteed.***

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

### ***2.32 Use of Subcontractors.***

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

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

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

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

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

#### 3.1 Bid Proposal Formatting.

Subject	Specifications
<b>Paper Size</b>	8.5" x 11" paper, may be printed double-sided.
<b>Font</b>	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.
<b>Page Limit</b>	The Project Proposal Form is limited to 15 pages. Financial information, Letters of Support or Partnership, and RFP Forms will not count toward the page limit.
<b>Pagination</b>	All Project Proposal forms (Attachments N1, N2, and N3) are to be sequentially numbered from beginning to end. Additional RFP forms and attachments do not require pagination.
<b>Bid Proposal General Composition</b>	<ul style="list-style-type: none"> <li>• Bid Proposals must be bound (may include stapled or binder clipped).</li> </ul>
<b>Envelope Contents and Labeling</b>	<ul style="list-style-type: none"> <li>• Envelopes shall be addressed to the Issuing Officer.</li> <li>• The envelope containing the original Bid Proposal shall be labeled "original" and each envelope containing a copy of the Bid Proposal shall be labeled "copy." Each copy must be numbered to correspond with the number of copies of Proposals.</li> </ul>
<b>Number of Hard Copies</b>	Submit one (1) original hard copy of the Proposal and 4 identical copies of the original. The original hard copy must contain original signatures.
<b>Request for Confidential Treatment</b>	<p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> <li>• The Bidder will complete the appropriate section of the Primary Bidder Detail Form &amp; Certification which requires the specific statutory basis supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public.</li> <li>• The Bidder shall submit one (1) complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a "public copy", and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential.</li> <li>• 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.</li> </ul>
<b>Exceptions to RFP/Contract Language</b>	<p>If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail &amp; Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or Contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a Contract without further negotiation with the successful Bidder or to negotiate Contract terms with the selected Bidder if the best interests of the Agency would be served.</p>

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

This section describes the information that must be in the Proposal. Bid Proposals should be organized into sections **in the same order provided here.**



1. **Cover Sheet:** The Bidder (Coalition or Council) must provide the completed ICAPP Project Proposal Cover Sheet (Attachment G) as explained. See attachment for instructions.
2. **Contractor Designation:** Behind the Cover Sheet the Bidder (Coalition or Council) must provide a completed and signed Contractor Designation (Attachment I). This must be completed and returned, even if the Bidder does not intend to designate a separate Contractor if awarded.
3. **Primary Bidder Detail Form & Certification:** Behind the ICAPP Project Proposal Cover Sheet the Primary Bidder (Council or Designated Contractor) must attach a completed Primary Bidder Detail Form & Certification (Attachment B). Signing this form also indicates that the Bidder has reviewed the Additional Certifications (Attachment D). Attachment D does not need to be returned.
4. **Certification and Disclosure Regarding Lobbying:** Behind the Primary Bidder Detail and Certification Form the Primary Bidder (Council or Designated Contractor) must attach a completed and signed Certification and Disclosure Regarding Lobbying (Attachment E).
5. **ICAPP Project Proposal Form:** Behind the Certification and Disclosure Regarding Lobbying, must be one fully completed Project Proposal Form limited to 15 pages [Attachment N(1), N(2) or N(3)]. Home Visitation, Parent Development and Crisis Care Projects are submitted on the form found in Attachment N(1), Sexual Abuse Prevention Projects are submitted on the form found in Attachment N(2) and Community Development Project requests on the form found in Attachment N(3).
6. **ICAPP Project Proposal Budget:** Behind the ICAPP Project Proposal Form must be one fully completed total ICAPP Project Proposal Budget form (Attachment O). Bidders shall complete and include a SFY 2019 and 2020 (Tab 1 and Tab 2 of Attachment O) line item budget for each individual budget required for the Project. For additional instructions and an example Project Budget see Section 5 of this RFP.
7. **Subcontractor Disclosure Form(s):** Behind the ICAPP Project Proposal Budget Form must be the Subcontractor Disclosure Form(s) associated with the Project Proposal (Attachment C), if applicable.
8. **Council Membership Form:** Behind the Subcontractor Disclosure form must be the Council Membership Form (Attachment H). See Section 5 of this RFP for additional instructions.
9. **Letter of Reference:** Behind the Subcontractor Disclosure Form must be one (1) letter of reference. Letters of reference should substantiate the Bidder's capacity to provide services as outlined in the Proposal and demonstrate general support of the proposed Contractor. Letters of reference must include the name, phone number, email contact, and organization name of the individual providing the letter of support. Letters of reference must be signed and dated. Signatures may be original or photocopied.

Letters of reference may come from a wide range of interested community stakeholders, including other human service providers, schools, parents/participants, funders, etc. Letters of reference should speak to the capacity of whichever individual or entity is being proposed to do the majority of the work under any potential Contract awarded. Bidders shall NOT include a letter of reference from any entity with a potential conflict of interest in whether the Bidder receives an award for the proposed Project. For the purposes of this section, a conflict of interest would be any individual or entity that may experience a financial benefit from the award.

10. **Letter of Partnership:** If applicable, one (1) Letter of Partnership must be included behind the Letter of Support. Letters of Partnership must be included for Projects that require a Project Partner to provide

services in the Proposal (as indicated in the Primary Bidder Detail Form). Examples of a Project Partner include a school or organization (e.g. a homeless shelter) where curricula will be presented.

Letters of Partnership must demonstrate the support of the Project Partner to participate in and facilitate activities outlined in the Proposal. Letters of Partnership must include the phone number, e-mail contact, name and organizational name of the person providing the Letter of Partnership. The Letter of Partnership must be signed and dated. Signatures may be original or photocopied.

11. **Minority Impact Statement:** Behind the letters must be a fully completed Minority Impact Statement (Attachment J) signed by the proposed Contractor. Additional instructions for this form can be found in Section 5 of this RFP. Signatures may be original or photocopied.
12. **Release of Information:** Behind the Minority Impact Statement must be a signed Release of Information (Attachment A) signed by the proposed Contractor. Signatures may be original or photocopied.

### **3.3 Cost Proposal.**

#### **3.3.1 Pricing Restrictions.**

##### **Incentives**

The Agency recognizes that offering Incentives to Participants, such as meals or gift cards may encourage participation. Nevertheless, funds designated for ICAPP are allocated specifically for the provision of services, and Incentives decrease the funding available to provide direct services to Participants. Therefore, the Agency is placing a limit on Incentive expenditures under any Contract(s) resulting from this RFP. Incentive costs, for both the Contractor and all their Subcontractors combined, shall not exceed 5% of the total Contract amount for Parent Development, Home Visitation, Crisis Care and Sexual Abuse Prevention Projects. Incentive expenditures for Community Development Projects shall not exceed 20% of the total Contract amount.

Contractor shall not exceed 10% of the SFY Total for all Indirect Costs combined (please see definitions section for what constitutes “Indirect Costs”). Because any Contract(s) awarded as a result of this RFP may include Federal funding, the Contractor is required by law to comply with the Code of Federal Regulations as a Subrecipient of these funds passed through the Agency from the United States Department of Health and Human Services (HHS). Information on Allowable Costs, Cost Principles, Cost Allocation, and other relevant items related to HHS awards can be located here: <https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>

##### **Maximum Awards**

Funds for the Program are limited and Proposals compete with other Projects throughout the state for a share of the funding. Funding decisions will be made through a combination of evaluation scores from independent review teams and in consideration of a Contractor’s history of Contract compliance. Additional information on evaluation can be found in Section 4 of this RFP.

Because of the limits of available funds and the use of existing data in decision making, additional funding limits include the following:

- Total awards for sexual Abuse prevention Projects will be capped at \$202,000.
- All Projects will have a maximum award available per county, regardless if counties apply individually, or as a multi-county Project.
- Maximum awards are determined by the Child population and Risk Factors of each individual county. The maximum request for all counties is \$40,000. Additional funds are available to be requested based on a county’s higher population and/or level of community Risk, as follows:

##### **Population**

Child population was assessed based on Population Estimates Program, US Census Bureau, 2016 estimates retrieved from: <https://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkmk>.

Additional funds based on population are available at \$10,000 for counties with Child populations ranging from 5,000 to 19,999. Additional funds based on population are available at \$20,000 for counties with Child populations greater than 20,000.

<b>Low Population</b>	<b>Medium Population</b>	<b>High Population</b>
Child population <b>0-4,999</b>	Child population <b>5,000-19,999</b>	Child population <b>20,000+</b>
<b>\$0</b>	<b>\$10,000</b>	<b>\$20,000</b>

### **Risk**

Risk was assessed utilizing data compiled in the Iowa Child Maltreatment Prevention Needs Assessment (Attachment P). Factors evaluated included 2014-2016 Iowa Child Maltreatment statistics (calculating rankings for risk of Child Abuse and Neglect), poverty rates, mental illness rates, data related to adults with high Adverse Childhood Experiences (ACEs), teen birth rates, low birth rates, domestic violence rates, proportion of Children 0-5, and proportion of households who pay more than 35% of income towards housing. For each component, counties were ranked on a scale of 1-99, (a rank of 1 indicating lowest Risk, a rank of 99 indicating highest Risk.) Individual rankings were added to calculate an overall cumulative Risk score. Scores ranged from a low of 166 to a high of 857, with a range of 691 and a mean score of 498.

Additional funds based on Risk were awarded up to \$50,000 based on the county's cumulative Risk score in proportion to the range of Risk assessed across all Iowa counties. The formula used to calculate the Risk-based funding is:

- $\{(\text{County Risk score} - \text{lowest score}) / \text{range}\} \times \text{total possible Risk award, or}$
- $\{(\text{County Risk score} - 166) / 691\} \times \$50,000.$

A breakdown of maximum funding calculations for each county, which reflects the sum of the maximum base request, additional funds available for higher population counties (as applicable), and additional funds available, based on Risk score, is included in Maximum Allowable Funds (Attachment K).

### **3.3.2 Contract Budget.**

#### **Content and Format.**

All Proposals must provide a budget detailing an estimated cost breakdown across spending categories for the Project for each State Fiscal Year (SFY). Bidders shall complete Budget(s) (Attachment O) and include all costs associated with the Project, including a breakdown of facilities, administration, salary/benefits, training, travel, equipment/supplies, incentive, and contracted services costs. Program-related expenditures for both ICAPP funds and other funding sources should be reflected.

## Section 4 Evaluation of Bid Proposals

### **4.1 Introduction.**

This section describes the evaluation process that will be used to determine which Bid Proposals provide the greatest benefit to the Agency. When making this determination, the Agency will not necessarily award Contracts to the Bidders offering the lowest cost to the Agency or to the Bidders with the highest point totals. Rather, Contracts will be awarded to the Bidders that offer the greatest benefits to the Agency.

### **4.2 Technical Review and Evaluation Committee.**

The Agency intends to conduct a comprehensive, fair and impartial evaluation of Bid Proposals received in response to this RFP. The evaluation process will be completed in four phases: technical review, evaluation committee, advisory Committee recommendations, and Agency Awards.

#### **Technical Review**

The first phase will involve a preliminary review by the Issuing Officer, and /or designee, of a Bidder's compliance with the mandatory requirements, including Bidder Eligibility Submission Guidelines. Proposals that fail to satisfy these requirements may be eliminated from the Proposal review. The Issuing Officer will notify the Bidder if a rejection occurs during Phase I of the review process. The Agency waives the right to waive minor variances. If elements of the Bidder's proposed activities do not appear to fit within the general scope of work and budget restrictions outlined of the RFP, the Issuing Officer may request additional clarifying information. In the event of a request for clarification, please refer to section **2.14 Bid Clarification Process** of the RFP.

#### **Evaluation Committee(s)**

Proposals determined to be compliant with mandatory requirements will be accepted for the second phase of the evaluation, which shall be completed by evaluation committees. The membership of the evaluation committees shall be determined by the Agency, with input from the Program Administrator. The evaluation committees shall evaluate Proposals in accordance with the evaluation criteria outlined in this RFP.

Teams of independent reviewers will read and evaluate each Proposal. Each Proposal will be read and ~~scored individually, then~~ evaluated by a team of reviewers in category-specific groups. The teams will discuss each Proposal, and ~~rate-score~~ the Proposal, based on the consensus of the group, in each ~~scoring~~ **technical Proposal** component. The evaluators may also be asked to consider the Contract compliance and service history of Projects receiving funds under the most recent ICAPP and CBCAP procurements. The Agency and/or the Issuing Officer may solicit additional input and recommendations from the evaluation committee(s).

#### **Advisory Committee Recommendations**

The third phase will involve compiling final scores and recommendations from the review committee(s). The ICAPP Administrator and the Agency will then present these recommendations to the Child Abuse Prevention Program Advisory Committee (CAPPAC), which oversees ICAPP. The Committee will consider the scores, ranking and any other information received pursuant to the procurement process. For example, geographical distribution, budget information, verification of any information requested from the Bidder, and/or priorities laid out in the Iowa Child Maltreatment Prevention Strategic Plan (Attachment Q) may also be considered when making a final recommendation to the Agency.

A percentage of Projects rated lowest overall may not be funded. Full or partial funding of requests may be possible based on the scores given to each Proposal by the review teams and in consideration of any combination of the following:

- Total of all requested funding for SFY 2019 and 2020
- Total FY 2019/2020 funds available
- Other considerations of the CAPPAC

**Agency Awards**

The final rankings and recommendation(s) shall be presented to the Contract Owner, the Division Administrator of Adult, Children, and Family Services, for consideration. The Contract Owner shall consider the recommendation when making the final decision but is not bound by the recommendation. In making this decision, the Contract Owner will not necessarily award Contracts to the Bidder(s) with the highest point total. Rather, Contracts will be awarded to Bidders that offer the greatest benefit to the Agency.

In making this determination, the Agency will be represented by review committees.

**4.3 Proposal Scoring and Evaluation Criteria.**

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

**Scoring Guide.**

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

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

**Technical Proposal Components.**

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

<u>Form Question</u>	<u>Technical Proposal Components HV, PD, CC</u>	<u>Weight</u>	<u>Score (0-4)</u>	<u>Potential Maximum Points</u>
1	Council Composition and Collaboration	6	-----	24
2	Council Needs Assessment	3	-----	12
3	Parent Leadership	5	-----	20
4	Project Overview	10	-----	40
5	Program Model	4	-----	16
6	Project Evidence	5	-----	20
7	Protective Factors	4	-----	16
8	Staffing of Service Delivery	5	-----	20
9*	Project Experience/Performance *Includes Letter of Support and Letter of Partnership (if applicable)	4 (new) 6 (existing)	-----	16(new) 24 (existing)
10	Budget	6	-----	24
Total Available Points (new)				<b>208</b>
Total Available Points (existing)				<b>216</b>

<u>Form Question</u>	<u>Technical Proposal Components SAP</u>	<u>Weight</u>	<u>Score (0-4)</u>	<u>Potential Maximum Points</u>
1	Council Composition and Collaboration	6	-----	24
2	Council Needs Assessment	3	-----	12
3	Parent Leadership	5	-----	20
4	Project Overview	10	-----	40
5	Program Model	4	-----	16
6	Project Evidence/Best Practices	5	-----	20
7	Project Evaluation	4	-----	16
8	Staffing of Service Delivery	5	-----	20
9*	Project Experience/Performance *Includes Letter of Support and Letter of Partnership (if applicable)	4 (new) 6 (existing)	-----	16(new) 24 (existing)
10	Budget	6	-----	24
Total Available Points (new)				<b>208</b>
Total Available Points (existing)				<b>216</b>

<u>Form Question</u>	<u>Technical Proposal Components CD</u>	<u>Weight</u>	<u>Score (0-4)</u>	<u>Potential Maximum Points</u>
1	Council Composition and Collaboration	6	-----	24
2	Council Needs Assessment	3	-----	12
3	Parent Leadership	5	-----	20
4	Project Overview	10	-----	40
5	Project Evaluation	5	-----	20
6	Staffing of Service Delivery	5	-----	20
7*	Project Experience/Performance *Includes Letter of Support and Letter of Partnership (if applicable)	4 (new) 6 (existing)	-----	16 (new) 24 (existing)
8	Budget	6	-----	24
Total Available Points (new)				<b>176</b>
Total Available Points (existing)				<b>184</b>

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

The Advisory 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.

## Section 5 Form Instructions

### **Attachments A, B, D, and E: Release of Information, Primary Bidder Detail and Certifications Instructions**

The entity designated as the Contractor if awarded a Contract (see Attachment I), shall complete these forms and sign all certification documents. Attachment D (Additional Certifications) does not need to be returned.

### **Attachment H: Council Membership Form Instructions**

Coalitions or Councils shall include 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 Safety, Risk and Permanency (FSRP) 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/CBCAP programming or other similar prevention programming, Parent Partners, parents with a history of involvement with Child Protective Services.

Members shall not fulfill more than one required role.

### **Attachment I: Contractor Designation Instructions**

This form must be completed and returned by all Bidders. This form allows Bidders (i.e., the established Community-Based Volunteer Coalition or Council in Attachment L) to:

- 1) Certify their status as a Legal Entity registered to do business in Iowa and prepared to take on the legal requirements of entering into a Contract, OR
- 2) Certify their designation of a separate Legal Entity with whom the Agency shall contract with directly for the services outlined in the Bid Proposal, if awarded a Contract.

### **Attachment J: Minority Impact Statement Instructions**

#### **Minority Impact Statement Instructions.**

This form shall be completed by whichever entity is designated as the Contractor, if awarded. Complete a separate Minority Impact Statement for each proposed Project based on the following instructions:

- Bidders must independently complete the Minority Impact Statement form by checking the box that most accurately reflects the proposed Project programs or policies impact on minority persons.
- Describe the rationale or evidence for your choice in a brief narrative, as well as identifying the specific minority groups in which there is a positive or negative impact (if applicable) on the checklist.
- Have a person authorized to execute legal documents on behalf of the entity sign the form.

### **Attachment N: Proposal Budget Instructions**

#### **Budget Instructions.**



Specify expenditures for this Project with enough detail to clearly explain what is being proposed, including the following: Indirect Costs, Incentives (**see section 3.4 Budget Restrictions**) supplies, equipment, professional services, postage, printing, training costs, and any other related expenses. Bidders must also use the Project Budget Section in the ICAPP Project Proposal Form to provide a detailed narrative of expenses and other funding sources. Do not include sales tax in your calculations.

**If this Project spans multiple counties, Bidders MUST complete one total Budget form for the entire Project, in addition to separate Budget Forms itemizing anticipated expenses for each county covered under the Project.** For example, if a Project proposes to provide services in two counties (whether with the same Subcontractor or multiple), a total of three budgets are required: one total Project Proposal Budget and two additional budgets for each county, for each SFY (i.e., a total of six budgets for the entire Contract period). Additional budgets for various Project components or for multiple subcontractors are NOT required.

Volunteer hours may be calculated at a rate of \$22.95 per person per hour. Volunteers do not receive money for their work. The \$22.95 per person per hour is only for budgeting purposes, to reflect volunteers' contributions of work. This is the standard rate for in-kind volunteers in Iowa. This rate is published annually at:

[http://www.independentsector.org/volunteer\\_time](http://www.independentsector.org/volunteer_time)

Any expenses related to travel are subject to the subsistence allowance and mileage rates for state employees, as determined by the Iowa Department of Administrative Services. A summary of these rates can be found at:

[http://das.sae.iowa.gov/travel\\_relocation/In\\_State\\_Travel\\_Reimbursement\\_Summary.pdf](http://das.sae.iowa.gov/travel_relocation/In_State_Travel_Reimbursement_Summary.pdf)

*See an example of a Proposal Budget on the following page.*

**Example Proposed Budget**

<b>Project Title:</b>	<b>Parent Development – Brown County</b>				
<b>County/Counties:</b>	<b>Brown</b>				
<b>Total Project Budget:</b>	<b>\$71,531.00</b>				
<b>ICAPP Request:</b>	<b>\$15,000.00</b>				
<b>FUNDING SOURCES TO BE USED</b>					
<b>DESCRIPTION OF BUDGET LINE ITEM EXPENDITURES</b>	<b>ICAPP Grant Funds</b>	<b>Other Funding Sources</b>	<b>Estimated Value of Donations</b>	<b>Volunteer Hours (#hrs x \$22.95)</b>	<b>Total</b>
<b>INDIRECT EXPENSES (Restricted to 10%)</b>					
<i>Administration</i>					
CPA (\$100/month x 12 months)	200.00	1,000.00	-	-	1,200.00
Executive Director Salary (2.5%)	500.00	2,500.00			3,000.00
					-
<i>Facilities</i>					
Office Rent (\$350 x 12 months)	800.00	3,400.00	-	-	4,200.00
					-
<b>Total Indirect:</b>	<b>1,500.00</b>	<b>6,900.00</b>	<b>-</b>	<b>-</b>	<b>8,400.00</b>
<b>DIRECT EXPENSES</b>					
<i>Salaries/Benefits</i>					
.5 FTE Program Coordinator	5,000.00	20,000.00	-	-	25,000.00
1 FTE Family Support Worker	7,000.00	25,000.00	-	-	32,000.00
					-
<i>Travel/Mileage</i>					
400 miles/month x .39 \$156.00 x 12 months	500.00	1,372.00	-	-	1,872.00
					-
<i>Training</i>					
Family Support Training	200.00	200.00	-	-	400.00
					-
<i>Equipment/Supplies</i>					
Curricula	500.00	1,500.00	-	-	2,000.00
					-
<i>Contracted/Outside Services</i>					
Childcare providers - 20 hrs volunteer	-	-	-	459.00	459.00
Group Facilitator	200.00	800.00	-	-	1,000.00
					-
<i>Incentives (Restricted to 5%)</i>					
Meals for Parent Night	100.00	-	200.00	-	300.00
Gift Certificates	-	-	100.00	-	100.00
					-
<b>Total Direct:</b>	<b>13,500.00</b>	<b>48,872.00</b>	<b>300.00</b>	<b>459.00</b>	<b>63,131.00</b>
<b>Total Budget:</b>	<b>15,000.00</b>	<b>55,772.00</b>	<b>300.00</b>	<b>418.60</b>	<b>71,531.00</b>

**Additional Budget Narrative (as needed):**

**Attachment A: Release of Information**

*(Return this completed form behind the Minority Impact Statement 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 (Council or Designee)***(Return this completed form behind the Contractor Designation form, Attachment I.**If a section does not apply, label it "not applicable".)*

<b>Primary Contact Information (individual who can address issues re: this Bid Proposal)</b>	
<b>Name:</b>	
<b>Address:</b>	
<b>Tel:</b>	
<b>Fax:</b>	
<b>E-mail:</b>	
<b>Primary Bidder Detail</b>	
<b>Business Legal Name ("Bidder"):</b>	
<b>"Doing Business As" names, assumed names, or other operating names:</b>	
<b>Parent Corporation Name and Address of Headquarters, if any:</b>	
<b>Form of Business Entity (i.e., corp., partnership, LLC, etc.):</b>	
<b>State of Incorporation/organization:</b>	
<b>Primary Address:</b>	
<b>Tel:</b>	
<b>Local Address (if any):</b>	
<b>Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:</b>	
<b>Number of Employees:</b>	
<b>Number of Years in Business:</b>	
<b>Primary Focus of Business:</b>	
<b>Federal Tax ID:</b>	
<b>DUNS #:</b>	
<b>Bidder's Accounting Firm:</b>	
<b>If Bidder is currently registered to do business in Iowa, provide the Date of Registration:</b>	
<b>Do you plan on using Subcontractors if awarded this Contract? {If "YES," submit a Subcontractor Disclosure Form for each proposed Subcontractor.}</b>	
	(YES/NO)
<b>Project Partner Disclosure</b>	
List all involved parties whose participation and/or facilitation is necessary to carry out the activities as laid out in this Proposal. Project Partners include organizations who are not a party to the Contract and are not paid, but whose agreement to support the Project is required for its success. Examples include Projects in which the cooperation of a school or homeless shelter is necessary in order to reach intended Participants. Do not include organizations paid to provide services (e.g., a Subcontractor) or general volunteers. <b><u>Projects that identify Project Partners must include one Letter of Partnership demonstrating the Partner's intent to cooperate with the Project.</u></b>	
<input type="checkbox"/> N/A – This Project does not require the cooperation of any Partner organization (individuals or	

organizations).

Request for Confidential Treatment (See Section 3.1)		
Location in Bid (Tab/Page)	Statutory Basis for Confidentiality	Description/Explanation

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

**PRIMARY BIDDER CERTIFICATIONS**

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

- 1.1 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; and,
- 1.4 The person signing this Bid Proposal certifies that he/she is the person in the Bidder’s organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a Contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.

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

- 2.1 Bidder certifies that the Bidder organization has sufficient personnel resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
- 2.2 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; and,
- 2.4 Bidder certifies it is either a) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code chapter 423; or b) not a “retailer” of a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Bidder also acknowledges that the Agency may declare the bid void if the above certification is false. Bidders may register with the Department of Revenue online at: <http://www.state.ia.us/tax/business/business.html>.

**3. EXECUTION.**

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

<b>Signature:</b>	
<b>Printed Name/Title:</b>	
<b>Date:</b>	

**Attachment C: Subcontractor Disclosure Form**

*(Return this completed form behind the ICAPP Project Proposal Budget(s) 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.)*

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

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

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 sub; and,
4. Subcontractor agrees that it will register to do business in Iowa before performing any services pursuant to this Contract, if required to do so by Iowa law.

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

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

<b>Signature for Subcontractor:</b>	
<b>Printed Name/Title:</b>	
<b>Date:</b>	



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

**CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST**

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

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

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

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

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

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

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

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

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

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

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

### **CERTIFICATION REGARDING DRUG FREE WORKPLACE**

1. **Requirements for Contractors Who are Not Individuals.** If the Bidder is not an individual, by signing below 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 below 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.

## 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**

*(Return this executed form behind the Primary Bidder Detail and Certification Form of the Bid Proposal.)*

#### **Instructions:**

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

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

#### **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

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

#### **Statement for Loan Guarantees and Loan Insurance**

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

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

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

---

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

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

<b>Signature:</b>	
<b>Printed Name/Title:</b>	
<b>Date:</b>	

### Attachments Specific to This RFP

#### Attachment F: Intent to Apply

*{Instructions: This form can be used to submit electronically to the Issuing Officer\* as a Bidder's intent to apply. While it is not mandatory that the Issuing Officer receive an intent to apply, the Agency and/or Issuing Officer will only respond to questions about the RFP that have been submitted by Bidders who have expressed their intent to apply.}*

Bidder Contact Information	
<b>Bidder/Council Name:</b>	
<b>Contract Designee(s):</b> <i>(if different than Council)</i>	
<b>Primary Contact Name:</b>	
<b>Address:</b>	
<b>County:</b>	
<b>Tel:</b>	
<b>Fax:</b>	
<b>E-mail:</b>	

Bidder's Intent to Apply	
<i>This form serves as our intent to submit a Proposal(s) in response to this RFP under the following categories (up to a maximum of THREE different Projects). Bidders may submit up to one Project in the category of Sexual Abuse Prevention and up to two Projects in the Parent Development, Crisis Child Care, Home Visitation, or Community Development categories.</i>	
<b>Number of ICAPP Project Proposals Intended for Submission by this Bidder:</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3
<b>Project Proposal Area(s) Intended for Submission by this Bidder:</b>	
<input type="checkbox"/> Parent Development <input type="checkbox"/> Crisis Child Care <input type="checkbox"/> Home Visitation	<input type="checkbox"/> Community Development <input type="checkbox"/> Sexual Abuse Prevention

*\*Issuing officer e-mail address is: [mmuir@dhs.state.ia.us](mailto:mmuir@dhs.state.ia.us)*

**Attachment G: ICAPP Project Proposal Cover Sheet—ACFS 19-003**

*{Please complete this form and attach to the front of each Project Proposal}*

Michelle Muir, Issuing Officer  
 Department of Human Services  
 Hoover Building, Fifth Floor  
 1305 E. Walnut Street  
 Des Moines, IA 50319  
 Phone: 515-281-8785  
 Email: [mmuir@dhs.state.ia.us](mailto:mmuir@dhs.state.ia.us)

<p><b>Date Received by the Agency:</b></p>
--

Bidder/Council Contact Information	
<b>Bidder/Council Name:</b>	
<b>Primary Contact Name:</b>	
<b>Address:</b>	
<b>County(ies):</b>	
<b>Tel:</b>	
<b>E-mail:</b>	
<p align="center"><b>Council Fiscal Agent Information (ONLY if different than Council)</b></p> <p align="center"><i>{To contract with the Agency, Bidders must be legal entities registered to do business in the state of Iowa. If the Bidder is a Legal Entity, but intends to use another organization as a Fiscal Agent (for receiving/distributing funds), indicate that business entity here. If awarded, this arrangement will require a Contract for services with the Bidder, as well a separate Contract with the Fiscal Agent.}</i></p>	
<b>Fiscal Agent Name:</b>	
<b>Primary Contact Name:</b>	
<b>Address:</b>	
<b>Tel:</b>	
<b>E-mail:</b>	
<p align="center"><b>Contractor Designee Information (ONLY if different than Council)</b></p> <p align="center"><i>{If the Bidder is NOT a Legal Entity (for example a CPPC Shared Decision Making Team) OR does not intend to be the legally responsible party for the contracted services, they may designate an entity with whom the Agency shall contract directly (e.g., a service provider). If awarded a Contract, this arrangement will require a Council representative sign the Contract approving of this arrangement and agreeing to uphold the requirements specific to maintaining a Volunteer Coalition or Council.}</i></p>	
<b>Bidder/Council Contractor Designee Name:</b>	
<b>Primary Contact Name:</b>	
<b>Address:</b>	
<b>County(ies):</b>	
<b>Tel:</b>	
<b>E-mail:</b>	
<p align="center"><b>Additional Information on Council</b></p> <p align="center"><i>{Briefly summarize any additional information you feel is needed to describe the structure of your Council, service area, or the relationship between the Council and Fiscal Agent, if applicable}</i></p>	

*Instructions: List all Projects being submitted by this Bidder/Council in response to this RFP. Place an X in the column indicating which Bid Proposal is attached behind this Cover Sheet.*

<b>Project</b>	<b>Indicate Attached (X)</b>	<b>Project Type</b>	<b>County(ies) Served</b>	<b>Project Funding Amount Requested</b>
<b>1</b>				
<b>2</b>				
<b>3</b>				
<b>TOTAL # OF COUNTIES COVERED BY COUNCIL=</b>				
<b>TOTAL FUNDING REQUEST BY COUNCIL =</b>				

*Instructions: If any Projects span more than one county, indicate the totals by county for each Project. Replace the labels "County A, B, etc." with the actual County name and include totals by both Project and by County. Project totals must match Project totals in the first chart. County totals shall not exceed the limit for each County for all Projects combined (see Attachment K for the Maximum Allowable Funds by County).*

<b>Project</b>	<b>County A</b>	<b>County B</b>	<b>County C</b>	<b>County D</b>	<b>TOTAL</b>
<b>1</b>					
<b>2</b>					
<b>3</b>					
<b>TOTAL</b>					



**Attachment H: Council Membership Form**

Counties covered:

--

Name	Title/Agency	Field Represented	E-Mail address
		Business	
		Child Welfare*	
		Domestic Violence*	
		Education/Early Childhood*	
		Faith-based	
		Family Support	
		Law Enforcement*	
		Local Government	
		Medical and/or Mental Health*	
		Parent*	
		Substance Abuse Treatment*	
		Other (please specify):	
		Other (please specify):	
		Other (please specify):	
		Other (please specify):	
		Other (please specify):	
		Other (please specify):	

\*Indicates a required membership. If representation from one of these disciplines is absent, recruitment efforts should be ongoing until filled.

**Attachment I: Contractor Designation**

<b>Contractor Designation</b>	
<p>Per Iowa Code Section 235A.1 Program funds are to be applied for and received by a “Community-Based Volunteer Coalition or Council”. Iowa Administrative Code, r. 441—155.4 states, specifically that, “in order to receive funding from the department, community councils must be legal entities or must designate a Legal Entity to receive the Project funds directly (e.g., a local service provider).” <b>This provides 2 options, check the relevant option for this Project below:</b></p>	
<p>1) If the Community-Based Volunteer Coalition or Council is registered to do business in the state of Iowa AND intends to manage any potential awarded Contract and funding, check the box below and sign as a representative of the Coalition or Council. <b>In this situation, <u>the Primary Bidder is the Council and the entity to complete and sign the Primary Bidder Detail and all Certification forms (RFP Attachments A, B, D, E, and J).</u></b></p>	
<p><input type="checkbox"/> The Bidder (i.e., the Community-Based Volunteer Coalition or Council) is a Legal Entity registered to business in the state of Iowa AND will be the direct Contractor for any Award issued as a result of this procurement. Any contracted service providers will be considered Subcontractors and must complete a Subcontractor Disclosure Form, Attachment C.</p>	
<p>2) If the Community-Based Volunteer Coalition or Council is NOT registered to do business in the state of Iowa, or does NOT intend to manage any potential awarded Contract and funding, they may designate a Legal Entity with which the Agency may contract directly. In this case, check the box below and identify the legal name of the proposed Contractor in the box below and have both a representative of the Council and the Contractor sign. <b>In this situation, <u>the identified legal Contractor shall, for the purposes of the required forms, be considered the “Bidder” in completing RFP Attachments A, B, D, E, and J.</u></b></p>	
<p><input type="checkbox"/> <b>Designated Contractor:</b></p> <p>In this situation, any third party service providers, under the same Project, are considered Subcontractors and must complete a Subcontractor Disclosure Form, Attachment C.</p>	

By signing and submitting this Bid Proposal, the Council is agreeing to maintain a Community-Based Volunteer Coalition or Council (as defined in Iowa Administrative Code, r. 441—155.1) during the full term of any Contract awarded. Whether the Council is the direct Contractor or not, a representative of the Council will sign as an interested party to the Contract, agreeing to meet the requirements of a Community-Based Volunteer Coalition or Council including, but not necessarily limited to:

- Representing the community’s interests in the area of prevention of Child Abuse and Neglect and serve in a representational capacity without compensation;
- Fulfilling membership requirements as stipulated in the Contract;
- Meeting at least once quarterly for the duration of the Contract; and
- Documenting and maintaining records of all Coalition/Council meetings and activities.

<b>Council Signature:</b>	
<b>Printed Name/Title:</b>	
<b>Date:</b>	

<b>Contractor Signature: (if applicable)</b>	
<b>Printed Name/Title:</b>	
<b>Date:</b>	

**Attachment J: Minority Impact Statement***{Return this completed form behind all Subcontractor Disclosure Forms 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 **negative** impact on minority persons.

**Describe the negative impact expected from this Project.**

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

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

Indicate which group is impacted:

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

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

**Present the rationale for determining no impact.**

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

\_\_\_\_\_ Title: \_\_\_\_\_

## **Definitions**

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

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

*b.* As used in this subsection:

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

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

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

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

**Attachment K: Maximum Allowable Funds by County (for each SFY)**

	Child pop estimate 2016	Risk Assessment Score	Base Maximum	Additional Child Population Funds	Additional Maltreatment Risk Funds	Total Max Application Amount
Adair	1,513	432	\$40,000	\$0	\$19,247	\$59,247
Adams	809	729	\$40,000	\$0	\$40,738	\$80,738
Allamakee	3,141	457	\$40,000	\$0	\$21,056	\$61,056
Appanoose	2,767	787	\$40,000	\$0	\$44,935	\$84,935
Audubon	1,136	470	\$40,000	\$0	\$21,997	\$61,997
Benton	6,061	380	\$40,000	\$10,000	\$15,485	\$65,485
Black Hawk	28,677	723	\$40,000	\$20,000	\$40,304	\$100,304
Boone	5,827	485	\$40,000	\$10,000	\$23,082	\$73,082
Bremer	5,476	292	\$40,000	\$10,000	\$9,117	\$59,117
Buchanan	5,554	274	\$40,000	\$10,000	\$7,815	\$57,815
Buena Vista	5,157	542	\$40,000	\$10,000	\$27,207	\$77,207
Butler	3,396	355	\$40,000	\$0	\$13,676	\$53,676
Calhoun	2,093	511	\$40,000	\$0	\$24,964	\$64,964
Carroll	4,941	457	\$40,000	\$0	\$21,056	\$61,056
Cass	3,006	570	\$40,000	\$0	\$29,233	\$69,233
Cedar	4,143	226	\$40,000	\$0	\$4,342	\$44,342
Cerro Gordo	8,987	662	\$40,000	\$10,000	\$35,890	\$85,890
Cherokee	2,401	383	\$40,000	\$0	\$15,702	\$55,702
Chickasaw	2,833	231	\$40,000	\$0	\$4,703	\$44,703
Clarke	2,353	761	\$40,000	\$0	\$43,054	\$83,054
Clay	3,712	490	\$40,000	\$0	\$23,444	\$63,444
Clayton	3,842	320	\$40,000	\$0	\$11,143	\$51,143
Clinton	10,854	836	\$40,000	\$10,000	\$48,480	\$98,480
Crawford	4,293	525	\$40,000	\$0	\$25,977	\$65,977
Dallas	23,803	293	\$40,000	\$20,000	\$9,190	\$69,190
Davis	2,556	402	\$40,000	\$0	\$17,077	\$57,077
Decatur	1,770	720	\$40,000	\$0	\$40,087	\$80,087
Delaware	4,118	297	\$40,000	\$0	\$9,479	\$49,479
Des Moines	9,001	839	\$40,000	\$10,000	\$48,698	\$98,698
Dickinson	3,332	510	\$40,000	\$0	\$24,891	\$64,891
Dubuque	22,295	537	\$40,000	\$20,000	\$26,845	\$86,845
Emmet	2,082	748	\$40,000	\$0	\$42,113	\$82,113
Fayette	4,204	609	\$40,000	\$0	\$32,055	\$72,055
Floyd	3,646	488	\$40,000	\$0	\$23,300	\$63,300
Franklin	2,350	507	\$40,000	\$0	\$24,674	\$64,674
Fremont	1,536	537	\$40,000	\$0	\$26,845	\$66,845
Greene	2,058	662	\$40,000	\$0	\$35,890	\$75,890
Grundy	2,885	324	\$40,000	\$0	\$11,433	\$51,433
Guthrie	2,407	383	\$40,000	\$0	\$15,702	\$55,702
Hamilton	3,494	585	\$40,000	\$0	\$30,318	\$70,318
Hancock	2,427	314	\$40,000	\$0	\$10,709	\$50,709
Hardin	3,571	549	\$40,000	\$0	\$27,713	\$67,713
Harrison	3,220	499	\$40,000	\$0	\$24,096	\$64,096
Henry	4,335	506	\$40,000	\$0	\$24,602	\$64,602
Howard	2,311	460	\$40,000	\$0	\$21,274	\$61,274
Humboldt	2,189	386	\$40,000	\$0	\$15,919	\$55,919
Ida	1,643	574	\$40,000	\$0	\$29,522	\$69,522
Iowa	3,759	261	\$40,000	\$0	\$6,874	\$46,874
Jackson	4,306	515	\$40,000	\$0	\$25,253	\$65,253

	<b>Child pop estimate 2016</b>	<b>Risk Assessment Score</b>	<b>Base Maximum</b>	<b>Additional Child Population Funds</b>	<b>Additional Maltreatment Risk Funds</b>	<b>Total Max Application Amount</b>
<b>Jasper</b>	8,174	612	\$40,000	\$10,000	\$32,272	<b>\$82,272</b>
<b>Jefferson</b>	2,886	594	\$40,000	\$0	\$30,970	<b>\$70,970</b>
<b>Johnson</b>	29,514	461	\$40,000	\$20,000	\$21,346	<b>\$81,346</b>
<b>Jones</b>	4,464	299	\$40,000	\$0	\$9,624	<b>\$49,624</b>
<b>Keokuk</b>	2,342	540	\$40,000	\$0	\$27,062	<b>\$67,062</b>
<b>Kossuth</b>	3,330	295	\$40,000	\$0	\$9,334	<b>\$49,334</b>
<b>Lee</b>	7,376	768	\$40,000	\$10,000	\$43,560	<b>\$93,560</b>
<b>Linn</b>	52,613	444	\$40,000	\$20,000	\$20,116	<b>\$80,116</b>
<b>Louisa</b>	2,556	600	\$40,000	\$0	\$31,404	<b>\$71,404</b>
<b>Lucas</b>	1,969	559	\$40,000	\$0	\$28,437	<b>\$68,437</b>
<b>Lyon</b>	3,333	166	\$40,000	\$0	\$0	<b>\$40,000</b>
<b>Madison</b>	4,002	306	\$40,000	\$0	\$10,130	<b>\$50,130</b>
<b>Mahaska</b>	5,336	467	\$40,000	\$10,000	\$21,780	<b>\$71,780</b>
<b>Marion</b>	7,995	417	\$40,000	\$10,000	\$18,162	<b>\$68,162</b>
<b>Marshall</b>	10,136	715	\$40,000	\$10,000	\$39,725	<b>\$89,725</b>
<b>Mills</b>	3,575	450	\$40,000	\$0	\$20,550	<b>\$60,550</b>
<b>Mitchell</b>	2,578	226	\$40,000	\$0	\$4,342	<b>\$44,342</b>
<b>Monona</b>	1,884	477	\$40,000	\$0	\$22,504	<b>\$62,504</b>
<b>Monroe</b>	1,846	344	\$40,000	\$0	\$12,880	<b>\$52,880</b>
<b>Montgomery</b>	2,298	857	\$40,000	\$0	\$50,000	<b>\$90,000</b>
<b>Muscatine</b>	10,915	638	\$40,000	\$10,000	\$34,153	<b>\$84,153</b>
<b>O'Brien</b>	3,297	379	\$40,000	\$0	\$15,412	<b>\$55,412</b>
<b>Osceola</b>	1,428	272	\$40,000	\$0	\$7,670	<b>\$47,670</b>
<b>Page</b>	3,075	644	\$40,000	\$0	\$34,588	<b>\$74,588</b>
<b>Palo Alto</b>	2,067	538	\$40,000	\$0	\$26,918	<b>\$66,918</b>
<b>Plymouth</b>	6,254	208	\$40,000	\$10,000	\$3,039	<b>\$53,039</b>
<b>Pocahontas</b>	1,566	596	\$40,000	\$0	\$31,114	<b>\$71,114</b>
<b>Polk</b>	119,452	662	\$40,000	\$20,000	\$35,890	<b>\$95,890</b>
<b>Pottawattamie</b>	22,149	773	\$40,000	\$20,000	\$43,922	<b>\$103,922</b>
<b>Poweshiek</b>	3,732	528	\$40,000	\$0	\$26,194	<b>\$66,194</b>
<b>Ringgold</b>	1,196	286	\$40,000	\$0	\$8,683	<b>\$48,683</b>
<b>Sac</b>	2,216	353	\$40,000	\$0	\$13,531	<b>\$53,531</b>
<b>Scott</b>	41,352	744	\$40,000	\$20,000	\$41,823	<b>\$101,823</b>
<b>Shelby</b>	2,639	283	\$40,000	\$0	\$8,466	<b>\$48,466</b>
<b>Sioux</b>	9,457	243	\$40,000	\$10,000	\$5,572	<b>\$55,572</b>
<b>Story</b>	16,244	476	\$40,000	\$10,000	\$22,431	<b>\$72,431</b>
<b>Tama</b>	4,172	599	\$40,000	\$0	\$31,331	<b>\$71,331</b>
<b>Taylor</b>	1,462	479	\$40,000	\$0	\$22,648	<b>\$62,648</b>
<b>Union</b>	2,793	774	\$40,000	\$0	\$43,994	<b>\$83,994</b>
<b>Van Buren</b>	1,687	420	\$40,000	\$0	\$18,379	<b>\$58,379</b>
<b>Wapello</b>	7,852	851	\$40,000	\$10,000	\$49,566	<b>\$99,566</b>
<b>Warren</b>	12,380	414	\$40,000	\$10,000	\$17,945	<b>\$67,945</b>
<b>Washington</b>	5,589	468	\$40,000	\$10,000	\$21,852	<b>\$71,852</b>
<b>Wayne</b>	1,623	584	\$40,000	\$0	\$30,246	<b>\$70,246</b>
<b>Webster</b>	7,900	700	\$40,000	\$10,000	\$38,640	<b>\$88,640</b>
<b>Winnebago</b>	2,334	442	\$40,000	\$0	\$19,971	<b>\$59,971</b>
<b>Winneshiek</b>	3,769	284	\$40,000	\$0	\$8,538	<b>\$48,538</b>
<b>Woodbury</b>	27,045	794	\$40,000	\$20,000	\$45,441	<b>\$105,441</b>
<b>Worth</b>	1,571	246	\$40,000	\$0	\$5,789	<b>\$45,789</b>
<b>Wright</b>	3,038	628	\$40,000	\$0	\$33,430	<b>\$73,430</b>

**Attachment L: Bidder Eligibility**

<b>County</b>	<b>Eligible Bidder</b>
Adair	Success4Kids Council
Adams	Creston Cluster CPPC
Allamakee, Howard, Winneshiek, Clayton	Helping Services for Youth & Families
Appanoose	Appanoose, Davis, Monroe CPPC
Audubon, Carroll, Greene, Guthrie	Carroll County Council for the Prevention of Child Abuse dba Family Resource Center
Benton, Iowa	Benton-Iowa Flourishing Families
Black Hawk	Family & Children's Council of Black Hawk County, Inc.
Boone, Story	Boone and Story CARES
Bremer	Together 4 Families
Buchanan	Buchanan County Volunteer Services
Buena Vista	Buena Vista County Public Health and Home Care; DBA: Buena Vista Child Abuse Prevention Council
Butler	Together 4 Families
Calhoun, Pocahontas, Webster	Family Development Council
Cass	Cass County Child Abuse Prevention Council
Cedar	Cedar County CPPC
Cerro Gordo, Hancock, Winnebago, Worth	North Iowa Community Action Organization/Partners 4 Children
Cherokee, Ida	Northwest Iowa Council of Families and Children
Chickasaw	Families Making Connections
Clarke	Clarke County Prevent Child Abuse Council
Clay	Siouxland Human Investment Partnership (SHIP)
Clinton	Clinton County Council Against Child Abuse and Neglect
Crawford	Prevent Child Abuse Crawford County
Dallas	Dallas County Children's Advocacy Council
Davis	Appanoose, Davis, Monroe CPPC
Decatur	Leon Cluster CPPC
Delaware	Delaware County Memorial Hospital
Des Moines	Des Moines County CARES
Dickinson	Child and Parent Council, Inc. (CHAPCO)
Dubuque	Dubuque Area Council for the Prevention of Child Abuse
Emmet	Emmet County Family Resources
Fayette	Parent Share and Support
Floyd, Mitchell	Families Making Connections
Franklin	Together 4 Families
Fremont, Page	Fremont Page Prevent Child Abuse Council
Grundy	Together 4 Families
Hamilton, Humboldt, Wright	Building Families
Hardin	Hardin County Child Abuse Prevention Coalition
Harrison	Child Abuse Prevention Council of Harrison County
Henry	Henry County Agricultural Extension District Quad-County Community Partnerships for Protecting Children, Henry County's Planning Council dba Henry County Child Advocacy Council
Jackson	Prevent Child Abuse Jackson County
Jefferson, Keokuk, Washington	Jefferson/Keokuk/Van Buren/Washington Nurturing Families
Johnson	Prevent Child Abuse Johnson County
Jones	Jones County Family Council
Jasper	Supporting Youth through Nurturing Communities (SYNC)
Kossuth	Kossuth County CARE Team
Lee	Child Abuse Prevention Council of Lee County
Linn	Linn Council for the Prevention of Child Abuse

## Iowa Child Abuse Prevention Program (ICAPP) Grantee Project RFP

<b>County</b>	<b>Eligible Bidder</b>
Louisa	Louisa County Child Abuse Prevention Council
Lucas	Leon Cluster CPPC
Lyon	Lyon County Planning Council
Madison	Madison County Child Abuse Prevention
Mahaska, Wapello	Wapello County Council for the Prevention of Child Abuse and Neglect
Marion	Crossroads of Pella, LTD
Marshall	Child Abuse Prevention Services
Mills	Mills County Child Abuse Prevention Council
Monona	Monona County Wellness Coalition's Prevention Council/Harrison, Monona, Shelby Decat/CPPC
Monroe	Monroe County Child Abuse Prevention Council
Montgomery	Montgomery County Family Success Network
Muscatine	Muscatine County Child Abuse Response and Education System (CARES)
O'Brien	Family Life Awareness Council
Osceola	Family Life Awareness Council
Palo Alto	Palo Alto Childcare Council
Plymouth	Siouxland Human Investment Partnership (SHIP)
Polk	Polk County CPPC
Poweshiek	Poweshiek County Healthy Choices Coalition
Pottawattamie	Promise Partners
Ringgold	Creston Cluster CPPC
Sac	PCA Sac County
Scott	Child Abuse Council
Shelby	Shelby County Prevent Child Abuse Council
Sioux	Community Health Partners of Sioux County
Tama	Supporting Kids in Prevention
Taylor	Creston Cluster CPPC
Union	Creston Cluster CPPC
Van Buren	Van Buren Child Abuse Prevention Council
Warren	Child Abuse Prevention Council of Warren County
Wayne	Leon Cluster CPPC
Woodbury	Siouxland Human Investment Partnership (SHIP)

Additional Information: As outlined in Section 1.1 (Page 5) prospective Bidders were notified of the merger of the ICAPP and CBCAP programs and were directed to identify one entity per county or group of counties to be eligible to apply for funds and document through a Memorandum of Understanding (MOU). Through that process, the Bidders for each county are identified above.

Any above identified Bidder that wishes to amend the existing MOU, to identify a different Community-Based Volunteer Coalition or Council, must resubmit a copy of the original signed MOU amending the named Bidder and including updated signatures/dates from all interested parties with their Bid Proposal.



### Attachment M: Sample Contract

*(These Contract terms contained in the Special Terms and General 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

<b>RFP #</b>	<b>Contract #</b>
ACFS 19-003	<i>{To be completed when contract is drafted.}</i>
<b>Title of Contract</b>	
<i>{To be completed when contract is drafted.}</i>	

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

<b>Agency of the State (hereafter "Agency")</b>	
Iowa Department of Human Services	
<b>Contractor: (hereafter "Contractor")</b>	
<b>Contract Information</b>	
<b>Start Date:</b> <i>{To be completed when contract is drafted.}</i>	<b>End Date of Base Term of Contract:</b> <b>End Date of Contract:</b> <i>{To be completed when contract is drafted.}</i>
<b>Possible Extension(s):</b>	
<b>Contractor a Business Associate?</b> No	<b>Contractor subject to Iowa Code Chapter 8F?</b> Unknown
<b>Contract Include Sharing SSA Data?</b> No	<b>Contractor a Qualified Service Organization?</b> No
<b>Contract Warranty Period (hereafter "Warranty Period"):</b> The term of this Contract, including any extensions.	<b>Contract Contingent on Approval of Another Agency:</b> No
<b>Security &amp; Privacy Office Data Confirmation Number:</b> N/A	
<b>Contract Payments include Federal Funds?</b> Yes	
<b>The contractor for federal reporting purposes under this contract is a:</b> Subrecipient or vendor <i>{To be completed when contract is drafted.}</i>	
<b>DUNS#:</b> <i>{To be completed when contract is drafted.}</i>	
<b>Office of Child Support Enforcement ("OCSE") Funded Percentage:</b> <i>{To be completed when contract is drafted if applicable.}</i>	
<b>The Name of the Pass-Through Entity:</b> <i>{To be completed when contract is drafted.}</i>	
<b>CFDA #:</b> <i>{To be completed when contract is drafted.}</i>	
<b>Grant Name:</b> <i>{To be completed when contract is drafted.}</i>	
<b>Federal Awarding Agency Name:</b> <i>{To be completed when contract is drafted.}</i>	

This Contract consists of the above information, the attached General Terms for Services Contracts, Special Terms, and all Special Contract Attachments.

## SECTION 1: SPECIAL TERMS

### **1.1 Special Terms Definitions.**

*{To be completed when contract is drafted.}*

### **1.2 Contract Purpose.**

*{To be completed when contract is drafted.}*

### **1.3 Scope of Work.**

#### **1.3.1 Deliverables.**

The Contractor shall provide the following:

*{To be completed when contract is drafted.}*

#### **1.3.2 Performance Measures.**

#### **1.3.3 Monitoring, Review, and Problem Reporting.**

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

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

*{To be completed when contract is drafted.}*

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

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

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

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

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

**1.3.4 Contract Payment Clause.**

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

*{To be determined.}*

**1.3.4.2 Payment Methodology.**

*{To be completed when contract is drafted.}*

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

**1.3.4.4 Submission of Invoices at the End of State Fiscal Year.** Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices to the Agency for payment by August 1<sup>st</sup> 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](http://www.dom.state.ia.us/appeals/general_claims.html).

The Agency shall pay all approved Invoices in arrears. 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.

**1.4 Insurance Coverage.**

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

<b>Type of Insurance</b>	<b>Limit</b>	<b>Amount</b>
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law

## SECTION 2. GENERAL TERMS FOR SERVICES CONTRACTS

**2.1 Definitions.** Definitions in this section correspond with capitalized terms in the Contract.

**“Acceptance”** means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.

**“Acceptance Criteria”** means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

**“Acceptance Tests” or “Acceptance Testing”** mean the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

**“Applicable Law”** means all applicable federal, state, and local laws, rules, ordinances, regulations, orders, guidance, and policies in place at Contract execution as well as any and all future amendments, changes, and additions to such laws as of the effective date of such change. Applicable Law includes, without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code ch. 216 and Iowa Code § 19B.7). For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as Subcontractors of suppliers. The term Applicable Law also encompasses the applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Office of the Chief Information Officer.

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

Solicitation, if this Contract arises out of a competitive process.

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

**“Confidential Information”** means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “Disclosing Party”) to the other party (a “Receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients or applicants of Agency services and recipients of Contract services including Protected Health Information (45 C.F.R. § 160.103) and Personal Information (Iowa Code § 715C.1(11)), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or systems, and information about the Agency’s current or future competitive procurements, including the evaluation process prior to the formal announcement of results.

Confidential Information does not include any information that: (1) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (2) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (3) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (4) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (5) is

independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; or (6) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

**“Contract”** means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified in the Contract Declarations and Execution Section and includes the signed Contract Declarations and Execution Section, the General Terms for Services Contracts, the Special Terms, and any Special Contract Attachments, as these documents may be amended from time to time.

**“Deficiency”** means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

**“Deliverables”** means all of the services, goods, products, work, work product, data, 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 this Contract. This includes data that is collected on behalf of the Agency.

**“Documentation”** means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

**“Force Majeure”** means an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. Force Majeure does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of the

Contractor; claims or court orders that restrict the Contractor’s ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions.

**“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 acceptable to the Agency, such as a General Accounting Expenditure (GAX) form.

**“Solicitation”** means the formal or informal procurement (and any Addenda thereto) identified in the Contracts Declarations and Execution Section that was issued to solicit the Bid Proposal leading to this Contract.

**“Special Contract Attachments”** means any attachment to this Contract.

**“Special Terms”** means the Section of the Contract entitled “Special Terms” that contains terms specific to this Contract, including but not limited to the Scope of Work and contract payment terms. If there is a conflict between the General Terms for Services Contracts and the Special Terms, the Special Terms shall prevail.

**“Specifications”** means all specifications, requirements, technical standards, performance standards, representations, and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the Solicitation, and the Bid Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards, or criteria stated or set forth in any applicable state, federal, foreign, and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

**“State”** means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

**2.2 Duration of Contract.** The term of the Contract shall begin and end on the dates specified in the Contract Declarations and Execution Section, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, amend the end date of this Contract by exercising any applicable extension by giving the Contractor a written extension at least

sixty (60) days prior to the expiration of the initial term or renewal term.

**2.3 Scope of Work.** The Contractor shall provide Deliverables that comply with and conform to the Specifications. Deliverables shall be performed within the boundaries of the United States.

#### **2.4 Compensation.**

**2.4.1 Withholding Payments.** In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to the Contractor, in whole or in part, without penalty to the Agency or work stoppage by the Contractor, in the event the Agency determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in this Contract; (2) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency; or (3) the Contractor has failed to perform Close-Out Event(s). No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

**2.4.2 Erroneous Payments and Credits.** The Contractor shall promptly repay or refund the full amount of any overpayment or erroneous payment within thirty (30) Business Days after either discovery by the Contractor or notification by the Agency of the overpayment or erroneous payment.

**2.4.3 Offset Against Sums Owed by the Contractor.** In the event that the Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, offset any such sum against: (1) any sum Invoiced by, or owed to, the Contractor under this Contract, or (2) any sum or amount owed by the State to the Contractor, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.

#### **2.5 Termination.**

**2.5.1 Termination for Cause by the Agency.** The Agency may terminate this Contract upon written notice for the breach by the Contractor or any Subcontractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or

correspondence delivered by the Agency to the Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

**2.5.1.1** The Contractor furnished any statement, representation, warranty, or certification in connection with this Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

**2.5.1.2** The Contractor or any of the Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or Subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

**2.5.1.3** The Contractor or any parent or affiliate of the Contractor owning a controlling interest in the Contractor dissolves;

**2.5.1.4** The Contractor terminates or suspends its business;

**2.5.1.5** The Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by the Contractor related to the Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;

**2.5.1.6** The Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code Chapter 8F), or local laws, rules, ordinances, regulations, or orders when performing within the scope of this Contract;

**2.5.1.7** The Agency determines or believes the Contractor has engaged in conduct that: (1) has or may expose the Agency or the State to material liability; or (2) has caused or may cause a person's life, health, or safety to be jeopardized;

**2.5.1.8** The Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress, or any other intellectual property right or proprietary right, or the Contractor misappropriates or allegedly misappropriates a trade secret;

**2.5.1.9** The Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or

**2.5.1.10** Any of the following has been engaged in by or occurred with respect to the Contractor or any corporation, shareholder or entity having or owning a controlling interest in the Contractor:

- Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
- Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- Making an assignment for the benefit of creditors;
- Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor's performance of its obligations under this Contract; or
- Taking any action to authorize any of the foregoing.

**2.5.2 Termination Upon Notice.** Following a thirty (30) day written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to the Contractor. Termination can be for any reason or no reason at all.

**2.5.3 Termination Due to Lack of Funds or Change in Law.** Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

**2.5.3.1** The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or

**2.5.3.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or

**2.5.3.3** If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

**2.5.3.4** If the Agency's duties, programs or responsibilities are modified or materially altered; or

**2.5.3.5** If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.

The Agency shall provide the Contractor with written notice of termination pursuant to this section.

**2.5.4 Other remedies.** The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

**2.5.5 Limitation of the State's Payment Obligations.** In the event of termination of this Contract for any reason by either party (except for termination by the Agency pursuant to Section 2.5.1, *Termination for Cause by the Agency*) the Agency shall pay only those amounts, if any, due and owing to the Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 2.5.3, *Termination Due to Lack of Funds or Change in Law*, the Agency's obligation to pay the Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of Invoices and proper proof of the Contractor's claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of the Contractor's breach of this Contract or any amounts withheld by the Agency in



accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

**2.5.5.1** The payment of unemployment compensation to the Contractor's employees;

**2.5.5.2** The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

**2.5.5.3** Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the Contract;

**2.5.5.4** Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments, or commitments made in connection with this Contract; or

**2.5.5.5** Any taxes the Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes, or property taxes.

**2.5.6 Contractor's Contract Close-Out Duties.**

Upon receipt of notice of termination, at expiration of the Contract, or upon request of the Agency (hereafter, "Close-Out Event"), the Contractor shall:

**2.5.6.1** Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the Close-Out Event, describing the status of all work performed under the Contract and such other matters as the Agency may require.

**2.5.6.2** Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to the Contractor.

**2.5.6.3** Cooperate in good faith with the Agency and its employees, agents, and independent contractors during the transition period between the Close-Out Event and the substitution of any replacement service provider.

**2.5.6.4** Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by the Contractor.

**2.5.6.5** Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied at that time.

**2.5.7 Termination for Cause by the Contractor.**

The Contractor may only terminate this Contract for the breach by the Agency of any material term of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of the Contractor's written notice of breach.

**2.6 Reserved. (Change Order Procedure)**

**2.7 Indemnification.**

**2.7.1 By the Contractor.** The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office,) and the costs, expenses, and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:

**2.7.1.1** Any breach of this Contract;

**2.7.1.2** Any negligent, intentional, or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;

**2.7.1.3** The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;

**2.7.1.4** Any failure by the Contractor to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees, or costs required by the Contractor to conduct business in the State of Iowa;

**2.7.1.5** Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights, or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates, or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

**2.8 Insurance.**

**2.8.1 Insurance Requirements.** The Contractor, and any subcontractor, shall maintain in full force and

effect, with insurance companies licensed by the State of Iowa, at the Contractor's expense, insurance covering its work during the entire term of this Contract, which includes any extensions or renewals thereof. The Contractor's insurance shall, among other things:

**2.8.1.1** Be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor's performance of this Contract regardless of the date the claim is filed or expiration of the policy.

**2.8.1.2** Name the State of Iowa and the Agency as additional insureds or loss payees on the policies for all coverages required by this Contract, with the exception of Workers' Compensation, or the Contractor shall obtain an endorsement to the same effect; and

**2.8.1.3** Provide a waiver of any subrogation rights that any of its insurance carriers might have against the State on the policies for all coverages required by this Contract, with the exception of Workers' Compensation.

The requirements set forth in this section shall be indicated on the certificates of insurance coverage supplied to the Agency.

**2.8.2 Types and Amounts of Insurance Required.**

Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified in the Special Terms for each occurrence. In addition, the Contractor shall ensure it has any necessary workers' compensation and employer liability insurance as required by Iowa law.

**2.8.3 Certificates of Coverage.** The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract, which includes any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least a thirty (30) day prior written notice to the Agency. The certificates shall be subject to approval by the Agency. Approval of the insurance

certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

**2.8.4 Notice of Claim.** Contractor shall provide prompt notice to the Agency of any claim related to the contracted services made by a third party. If the claim matures to litigation, the Contractor shall keep the Agency regularly informed of the status of the lawsuit, including any substantive rulings. The Contractor shall confer directly with the Agency about and before any substantive settlement negotiations.

**2.9 Ownership and Security of Agency Information.**

**2.9.1 Ownership and Disposition of Agency Information.** Any information either supplied by the Agency to the Contractor, or collected by the Contractor on the Agency's behalf in the course of the performance of this Contract, shall be considered the property of the Agency ("Agency Information"). The Contractor will not use the Agency Information for any purpose other than providing services under the Contract, nor will any part of the information and records be disclosed, sold, assigned, leased, or otherwise provided to third parties or commercially exploited by or on behalf of the Contractor. The Agency shall own all Agency Information that may reside within the Contractor's hosting environment and/or equipment/media.

**2.9.2 Foreign Hosting and Storage Prohibited.**

Agency Information shall be hosted and/or stored within the continental United States only.

**2.9.3 Access to Agency Information that is Confidential Information.** The Contractor's employees, agents, and subcontractors may have access to Agency Information that is Confidential Information to the extent necessary to carry out responsibilities under the Contract. Access to such Confidential Information shall comply with both the State's and the Agency's policies and procedures. In all instances, access to Agency Information from outside of the United States and its protectorates, either by the Contractor, including a foreign office or division of the Contractor or its affiliates or associates, or any subcontractor, is prohibited.

**2.9.4 No Use or Disclosure of Confidential**

**Information.** Confidential Information collected, maintained, or used in the course of performance of the Contract shall only be used or disclosed by the Contractor as expressly authorized by law and only with the prior written consent of the Agency, either

during the period of the Contract or thereafter. The Contractor shall immediately report to the Agency any unauthorized use or disclosure of Confidential Information. The Contractor may be held civilly or criminally liable for improper use or disclosure of Confidential Information.

**2.9.5 Contractor Breach Notification Obligations.**

The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized use or disclosure of Confidential Information or other event(s) requiring notification in accordance with applicable law. In the event of a breach of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach.

**2.9.6 Compliance of Contractor Personnel.** The Contractor and the Contractor's personnel shall comply with the Agency's and the State's security and personnel policies, procedures, and rules, including any procedure which the Agency's personnel, contractors, and consultants are normally asked to follow. The Contractor agrees to cooperate fully and to provide any assistance necessary to the Agency in the investigation of any security breaches that may involve the Contractor or the Contractor's personnel. All services shall be performed in accordance with State Information Technology security standards and policies as well as Agency security protocols and procedures. By way of example only, see Iowa Code 8B.23, <http://secureonline.iowa.gov/links/index.html>, and <https://ocio.iowa.gov/home/standards>.

**2.9.7 Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing Confidential Information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the Confidential Information.

**2.9.8 Return and/or Destruction of Information.** Upon expiration or termination of the Contract for any reason, the Contractor agrees to comply with all Agency directives regarding the return or destruction of all Agency Information and any derivative work. Delivery of returned Agency Information must be through a secured electronic transmission or by

parcel service that utilizes tracking numbers. Such information must be provided in a format useable by the Agency. Following the Agency's verified receipt of the Agency Information and any derivative work, the Contractor agrees to physically and/or electronically destroy or erase all residual Agency Information regardless of format from the entire Contractor's technology resources and any other storage media. This includes, but is not limited to, all production copies, test copies, backup copies and /or printed copies of information created on any other servers or media and at all other Contractor sites. Any permitted destruction of Agency Information must occur in such a manner as to render the information incapable of being reconstructed or recovered. The Contractor will provide a record of information destruction to the Agency for inspection and records retention no later than thirty (30) days after destruction.

**2.9.9 Contractor's Inability to Return and/or Destroy Information.** If for any reason the Agency Information cannot be returned and/or destroyed upon expiration or termination of the Contract, the Contractor agrees to notify the Agency with an explanation as to the conditions which make return and/or destruction not possible or feasible. Upon mutual agreement by both parties that the return and/or destruction of the information is not possible or feasible, the Contractor shall make the Agency Information inaccessible. The Contractor shall not use or disclose such retained Agency Information for any purposes other than those expressly permitted by the Agency. The Contractor shall provide to the Agency a detailed description as to the procedures and methods used to make the Agency Information inaccessible no later than thirty (30) days after making the information inaccessible. If the Agency provides written permission for the Contractor to retain the Agency Information in the Contractor's information systems, the Contractor will extend the protections of this Contract to such information and limit any further uses or disclosures of such information.

**2.9.10 Contractors that are Business Associates.** If the Contractor is the Agency's Business Associate, and there is a conflict between the Business Associate Agreement and this Section 2.9, the provisions in the Business Associate Agreement shall control.

**2.10 Intellectual Property.**

**2.10.1 Ownership and Assignment of Other Deliverables.** The Contractor agrees that the State and the Agency shall become the sole and exclusive owners of all Deliverables. The Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of the Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary, or affiliate of the Contractor. The Contractor (and Contractor's employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by the Agency, upon completion or termination of this Contract, the Contractor will immediately turn over to the Agency all Deliverables not previously delivered to the Agency, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors, or affiliates, without the prior written consent of the Agency.

**2.10.2 Waiver.** To the extent any of the Contractor's rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, the Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State's rights in and to the Deliverables.

**2.10.3 Further Assurances.** At the Agency's request, the Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect, or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and

conveyances set forth in Section 2.10, *Intellectual Property*.

**2.10.4 Publications.** Prior to completion of all services required by this Contract, the Contractor shall not publish in any format any final or interim report, document, form, or other material developed as a result of this Contract without the express written consent of the Agency. Upon completion of all services required by this Contract, the Contractor may publish or use materials developed as a result of this Contract, subject to confidentiality restrictions, and only after the Agency has had an opportunity to review and comment upon the publication. Any such publication shall contain a statement that the work was done pursuant to a contract with the Agency and that it does not necessarily reflect the opinions, findings, and conclusions of the Agency.

### **2.11 Warranties.**

#### **2.11.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law.**

Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor's promise as a warranty; or (2) the warranty is created by the Contractor's affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through the course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. With the exception of Subsection 2.11.3, the provisions of this section apply during the Warranty Period as defined in the Contract Declarations and Execution Section.

#### **2.11.2 Contractor represents and warrants that:**

**2.11.2.1** All Deliverables shall be wholly original with and prepared solely by the Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses, and other rights assigned, granted, or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party;

**2.11.2.2** The Contractor has not previously and will not grant any rights in any Deliverables to any third

party that are inconsistent with the rights granted to the Agency herein; and

**2.11.2.3** The Agency shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption, or interruption.

**2.11.3 The Contractor represents and warrants that:**

**2.11.3.1** The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and

**2.11.3.2** The Agency's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation of an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Contractor shall, at the Agency's request and at the Contractor's sole expense:

- Procure for the Agency the right or license to continue to use the Deliverable at issue;
- Replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation;
- Modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation; or
- Accept the return of the Deliverable at issue and refund to the Agency all fees, charges, and any other amounts paid by the Agency with respect to such Deliverable. In addition, the Contractor agrees to indemnify, defend, protect, and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification Section

of this Contract, including for any breach of the representations and warranties made by the Contractor in this section.

The warranty provided in this Section 2.11.3 shall be perpetual, shall not be subject to the contractual Warranty Period, and shall survive termination of this Contract. The foregoing remedies provided in this subsection shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

**2.11.4 The Contractor represents and warrants that the Deliverables shall:**

**2.11.4.1** Be free from material Deficiencies; and

**2.11.4.2** Meet, conform to, and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Contract Declarations and Execution Section.

During the Warranty Period the Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five (5) Business Days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event the Contractor is unable to repair, correct, or replace such Deliverable to the Agency's satisfaction, the Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal, or equitable remedies. The Contractor shall be available at all reasonable times to assist the Agency with questions, problems, and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverables may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

**2.11.5** The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for

similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable Specification shall be the generally accepted industry standard. So long as the Agency notifies the Contractor of any services performed in violation of this standard, the Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse the Agency any fees or compensation paid to the Contractor for the unsatisfactory services.

**2.11.6** The Contractor represents and warrants that the Deliverables will comply with all Applicable Law.

**2.11.7 Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

### ***2.12 Acceptance of Deliverables.***

**2.12.1 Acceptance of Written Deliverables.** For the purposes of this section, written Deliverables means documents including, but not limited to project plans, planning documents, reports, or instructional materials (“Written Deliverables”). Although the Agency determines what Written Deliverables are subject to formal Acceptance, this section generally does not apply to routine progress or financial reports. Absent more specific Acceptance Criteria in the Special Terms, following delivery of any Written Deliverable pursuant to the Contract, the Agency will notify the Contractor whether or not the Deliverable meets contractual specifications and requirements. Written Deliverables shall not be considered accepted by the Agency, nor does the Agency have an obligation to pay for such Deliverables, unless and until the Agency has notified the Contractor of the Agency’s Final Acceptance of the Written Deliverables. In all cases, any statements included in such Written Deliverables that alter or conflict with any contractual requirements shall in no way be considered as changing the contractual requirements unless and until the parties formally amend the Contract.

**2.12.2. Reserved. (*Acceptance of Software Deliverables*)**

### **2.12.3 Notice of Acceptance and Future**

**Deficiencies.** The Contractor’s receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable shall not be construed as a waiver of any of the Agency’s rights to enforce the terms of this Contract or require performance in the event the Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable.

### ***2.13 Contract Administration.***

**2.13.1 Independent Contractor.** The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents, and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division, or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

**2.13.2 Incorporation of Documents.** To the extent this Contract arises out of a Solicitation, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the Solicitation and the Bid Proposal. The Solicitation and the Bid Proposal are incorporated into the Contract by reference. If the Contractor proposed exceptions or modifications to the Sample Contract attached to the Solicitation or to the Solicitation itself, these proposed exceptions or modifications shall not be incorporated into this Contract unless expressly set forth herein. If there is a conflict between the Contract, the Solicitation, and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Solicitation; (3) the Bid Proposal.

**2.13.3 Intent of References to Bid Documents.** To the extent this Contract arises out of a Solicitation, the references to the parties’ obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the Solicitation and the Bid Proposal. The failure of the parties to make reference to the terms of the Solicitation or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations

imposed by the terms of the Solicitation and the Contractor's Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the Solicitation, shall not be construed as creating an inconsistency or conflict with the Solicitation or the Contract. The contractual obligations of the Agency are expressly stated in this document. The Bid Proposal does not create any express or implied obligations of the Agency.

**2.13.4 Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply at all times with all Applicable Law. All such Applicable Law is incorporated into this Contract as of the effective date of the Applicable Law. The Contractor and Agency expressly reject any proposition that future changes to Applicable Law are inapplicable to this Contract and the Contractor's provision of Deliverables and/or performance in accordance with this Contract. When providing Deliverables pursuant to this Contract the Contractor, its employees, agents, and subcontractors shall comply with all Applicable Law.

**2.13.4.1** The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by Applicable Law. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and non-discrimination and accessibility plans and policies regarding services to clients as required under 11 Iowa Admin. Code chapter 121.

**2.13.4.2** In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Section 2.13.9, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this Section 2.13.4.

**2.13.4.3** Notwithstanding anything in this Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this Section 2.13.4 shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend in whole or in part this Contract. The State may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

**2.13.4.4** The Contractor, its employees, agents, and subcontractors shall also comply with all Applicable

Law regarding business permits and licenses that may be required to carry out the work performed under this Contract.

**2.13.4.5** If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, the Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

**2.13.5 Procurement.** The Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

**2.13.6 Non-Exclusive Rights.** This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the entire term of this Contract, which includes any extensions or renewals thereof.

**2.13.7 Amendments.** With the exception of the Contract end date, which may be extended in the Agency's sole discretion, this Contract may only be amended by mutual written consent of the parties. Amendments shall be executed on a form approved by the Agency that expressly states the intent of the parties to amend this Contract. This Contract shall not be amended in any way by use of terms and conditions in an Invoice or other ancillary transactional document. To the extent that language in a transactional document conflicts with the terms of this Contract, the terms of this Contract shall control.

**2.13.8 No Third Party Beneficiaries.** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.

**2.13.9 Use of Third Parties.** The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all

subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations, and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

**2.13.10 Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

**2.13.11 Assignment and Delegation.** The Contractor may not assign, transfer, or convey in whole or in part this Contract without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Contractor under this Contract.

**2.13.12 Integration.** This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

**2.13.13 No Drafter.** No party to this Contract shall be considered the drafter of this Contract for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

**2.13.14 Headings or Captions.** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

**2.13.15 Not a Joint Venture.** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

**2.13.16 Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, for any default of activities and obligations, and for any fiscal liabilities.

**2.13.17 Supersedes Former Contracts or Agreements.** This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.

**2.13.18 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

**2.13.19 Notice.** Any notices required by the Contract shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party's Contract Manager as set forth in the Contract Declarations and Execution Section. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party. Each such notice shall be deemed to have been provided:

- At the time it is actually received in the case of hand delivery;
- Within one (1) day in the case of overnight delivery, courier or services such as Federal Express with guaranteed next-day delivery; or
- Within five (5) days after it is deposited in the U.S. Mail.

**2.13.20 Cumulative Rights.** The various rights, powers, options, elections, and remedies of any party



provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

**2.13.21 Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

**2.13.22 Time is of the Essence.** Time is of the essence with respect to the Contractor's performance of the terms of this Contract. The Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency's requirements and requests in all respects.

**2.13.23 Authorization.** The Contractor represents and warrants that:

**2.13.23.1** It has the right, power, and authority to enter into and perform its obligations under this Contract.

**2.13.23.2** It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Contract, and this Contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

**2.13.24 Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

**2.13.25 Records Retention and Access.**

**2.13.25.1 Financial Records.** The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency during the entire term of this Contract, which includes any extensions or renewals thereof, and for a period of at least seven (7) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later. The Contractor shall permit the

Agency, the Auditor of the State of Iowa or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the Contractor relating to orders, Invoices or payments, or any other Documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, the Agency reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Contract require compliance with the OMB Circular, or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

**2.13.25.1.1** Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third-party in-kind (property or service) contributions, these funds must be verifiable from the Contractor's records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

**2.13.25.1.2** The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.

**2.13.25.1.3** The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.

**2.13.25.1.4** The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring, and evaluating its program.

**2.13.25.2** The Contractor shall retain all non-medical and medical client records for a period of seven (7) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code § 614.1(9), whichever is greater.

**2.13.26 Audits.** Local governments and non-profit subrecipient entities that expend \$750,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of the OMNI Circular, OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. 200. A copy of the final audit report shall be submitted to the Agency if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to the Agency that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. See the OMNI Circular, Section 200.330, Subrecipient and Contractor Determinations for a discussion of subrecipient versus contractor (vendor) relationships. The Contractor shall provide the Agency with a copy of any written audit findings or reports, whether in draft or final form, within two (2) Business Days following receipt by the Contractor. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

**2.13.27 Reimbursement of Audit Costs.** If the Auditor of the State of Iowa notifies the Agency of an issue or finding involving the Contractor's noncompliance with laws, rules, regulations, and/or contractual agreements governing the funds distributed under this Contract, the Contractor shall bear the cost of the Auditor's review and any subsequent assistance provided by the Auditor to determine compliance. The Contractor shall reimburse the Agency for any costs the Agency pays to the Auditor for such review or audit.

**2.13.28 Staff Qualifications and Background Checks.** The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors, or anyone acting for or on behalf of the Contractor, are properly licensed,

certified, or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified, or accredited under state law or the Iowa Administrative Code.

The Agency reserves the right to conduct and/or request the disclosure of criminal history and other background investigation of the Contractor, its officers, directors, shareholders, and the Contractor's staff, agents, or subcontractors retained by the Contractor for the performance of Contract services.

**2.13.29 Solicitation.** The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

**2.13.30 Obligations Beyond Contract Term.** All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the expiration or termination of this Contract. Contract sections that survive include, but are not necessarily limited to, the following: (1) Section 2.4.2, *Erroneous Payments and Credits*; (2) Section 2.5.5, *Limitation of the State's Payment Obligations*; (3) Section 2.5.6, *Contractor's Contract Close-Out Duties*; (4) Section 2.7, *Indemnification*, and all subparts thereof; (5) Section 2.9, *Ownership and Security of Agency Information*, and all subparts thereof; (6) Section 2.10, *Intellectual Property*, and all subparts thereof; (7) Section 2.13.10, *Choice of Law and Forum*; (8) Section 2.13.16, *Joint and Several Liability*; (9) Section 2.13.20, *Cumulative Rights*; (10) Section 2.13.24 *Successors In Interest*; (11) Section 2.13.25, *Records Retention and Access*, and all subparts thereof; (12) Section 2.13.26, *Audits*; (13) Section 2.13.27, *Reimbursement of Audit Costs*; (14) Section 2.13.35, *Repayment Obligation*; and (15) Section 2.13.39, *Use of Name or Intellectual Property*.

**2.13.31 Counterparts.** The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

**2.13.32 Delays or Potential Delays of Performance.** Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely

performance of this Contract, including but not limited to potential labor disputes, the Contractor shall immediately give notice thereof in writing to the Agency with all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Agency or the State of any rights or remedies to which either is entitled by law or pursuant to provisions of this Contract.

Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Furthermore, the Contractor will not be excused from failure to perform that is due to a Force Majeure unless and until the Contractor provides notice pursuant to this provision.

**2.13.33 Delays or Impossibility of Performance Based on a Force Majeure.** Neither party shall be in default under the Contract if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a Force Majeure. If a delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a Force Majeure as defined in this Contract.

If a Force Majeure delays or prevents the Contractor's performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency.

The party seeking to exercise this provision and not perform or delay performance pursuant to a Force Majeure shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

**2.13.34 Right to Address the Board of Directors or Other Managing Entity.** The Agency reserves the right to address the Contractor's board of directors or other managing entity of the Contractor regarding performance, expenditures, and any other issue the Agency deems appropriate.

**2.13.35 Repayment Obligation.** In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

**2.13.36 Reporting Requirements.** If this Contract permits other State agencies and political subdivisions to make purchases off of the Contract, the Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period.

**2.13.37 Immunity from Liability.** Every person who is a party to the Contract is hereby notified and agrees that the State, the Agency, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from the Contractor's and/or subcontractors' activities involving third parties and arising from the Contract.

**2.13.38 Public Records.** The laws of the State require procurement and contract records to be made public unless otherwise provided by law.

**2.13.39 Use of Name or Intellectual Property.** The Contractor agrees it will not use the Agency and/or State's name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Agency and/or the State.

**2.13.40 Taxes.** The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on the Contractor's employees' wages. The State is exempt from State and local sales and use taxes on the Deliverables.

**2.13.41 No Minimums Guaranteed.** The Contract does not guarantee any minimum level of purchases or any minimum amount of compensation.

**2.14 Contract Certifications.** The Contractor will fully comply with obligations herein. If any conditions within these certifications change, the Contractor will provide written notice to the Agency

within twenty-four (24) hours from the date of discovery.

**2.14.1 Certification of Compliance with Pro-Children Act of 1994.** The Contractor 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 Deliverables 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 Women, Infants, and Children (WIC) coupons are redeemed.

The Contractor 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 \$1,000.00 per day.

**2.14.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

By signing this Contract, the Contractor is providing the certification set out below:

**2.14.2.1** 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 Contractor 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.

**2.14.2.2** The Contractor shall provide immediate written notice to the Agency if at any time the Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

**2.14.2.3** 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. Contact the Agency for assistance in obtaining a copy of those regulations.

**2.14.2.4** The Contractor agrees by signing this Contract 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.

**2.14.2.5** The Contractor further agrees by signing this Contract 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.

**2.14.2.6** 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.

**2.14.2.7** 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.

**2.14.2.8** Except for transactions authorized under Section 2.14.2.4 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.

**2.14.2.9** The Contractor certifies, by signing this Contract, 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.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Contract.

**2.14.3 Restriction on Lobbying.**

This section is applicable to all federally-funded contracts.

Title 45 of the Code of Federal Regulations, Part 93 sets conditions on the use of Federal funds supporting this Contract. The Contractor shall comply with all requirements of CFR Part 93 which is incorporated herein as if fully set forth. No appropriated funds supporting this Contract may be expended by the Contractor for payment of any person for influencing or attempting to influence an employee of the agency (as defined in 5 U.S.C.552(f)), a member of Congress in connection with the award of this Contract, the making of any federal funding grant award connected to this Contract, the making of any Federal loan connected to this Contract, the entering into any cooperative agreement connected to this Contract, and the extension, continuation, or modification of this Contract.

**2.14.3.1** The Contractor shall file with the Agency a certification form, set forth in Appendix A of 45 CFR Part 93, certifying the Contractor, 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.

**2.14.3.2** The Contractor shall file with the Agency a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the Contractor 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 Contractor and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

**2.14.3.3** The Contractor shall file with the Agency subsequent disclosure forms at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects the accuracy of the information contained in any disclosure form previously filed. Such events include:

**2.14.3.3.1** A cumulative increase of \$25,000 or more in the amount paid or expected to be paid to influence a covered Federal action;

**2.14.3.3.2** A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; and

**2.14.3.3.3** A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

**2.14.3.4** The Contractor may be subject to civil penalties if the Contractor fails to comply with the requirements of 45 CFR Part 93. An imposition of a civil penalty does not prevent the Agency from taking appropriate enforcement actions which may include, but not necessarily be limited to, termination of the Contract.

**2.14.4 Certification Regarding Drug Free Workplace**

**2.14.4.1 Requirements for Contractors Who are Not Individuals.** If the Contractor is not an individual, the Contractor agrees to provide a drug-free workplace by:

**2.14.4.1.1** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

**2.14.4.1.2** Establishing a drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The Contractor's policy of maintaining a drug-free workplace;
- Any available drug counseling, rehabilitation, and employee assistance programs; and
- The penalties that may be imposed upon employees for drug abuse violations;

**2.14.4.1.3** 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 Subsection 2.14.4.1.1;

**2.14.4.1.4** Notifying the employee in the statement required by Subsection 2.14.4.1.1 that as a condition of employment on such contract, the employee will:

- Abide by the terms of the statement; and
- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

**2.14.4.1.5** Notifying the contracting agency within ten (10) days after receiving notice under the second unnumbered bullet of Subsection 2.14.4.1.4 from an employee or otherwise receiving actual notice of such conviction;

**2.14.4.1.6** 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

**2.14.4.1.7** Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**2.14.4.2 Requirement for Individuals.** If the Contractor is an individual, by signing the Contract, the Contractor agrees not to engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Contract.

**2.14.4.3 Notification Requirement.** The Contractor shall, within thirty (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):

**2.14.4.3.1** Take appropriate personnel action against such employee up to and including termination; or

**2.14.4.3.2** 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.

**2.14.5 Conflict of Interest.** The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer, or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code chapter 68B shall apply to this Contract. The Contractor shall

establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

In the event the Contractor becomes aware of any circumstances that may create a conflict of interest the Contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict. The Contractor shall promptly, fully disclose and notify the Agency of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Agency in writing within seven (7) Business Days after the conflict or appearance of conflict is discovered.

In the event the Agency determines that a conflict or appearance of a conflict exists, the Agency may take any action that the Agency determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:

**2.14.5.1** Exercising any and all rights and remedies under the Contract, up to and including terminating the Contract with or without cause; or

**2.14.5.2** Directing the Contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict or interest; or

**2.14.5.3** Taking any other action the Agency determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

The Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest.

**2.14.6 Certification Regarding Sales and Use Tax.** By executing this Contract, the Contractor certifies it is either (1) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (2) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code § 423.1(42) and (43). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its

representative filing for damages for breach of contract.

**2.14.7 Certification Regarding Iowa Code Chapter 8F.** If the Contractor is or becomes subject to Iowa Code chapter 8F during the entire term of this Contract, which includes any extensions or renewals thereof, the Contractor shall comply with the following:

**2.14.7.1** As a condition of entering into this Contract, the Contractor shall certify that it has the information required by Iowa Code § 8F.3 available for inspection by the Agency and the Legislative Services Agency.

**2.14.7.2** The Contractor agrees that it will provide the information described in this section to the Agency or the Legislative Services Agency upon request. The Contractor shall not impose a charge for making information available for inspection or providing information to the Agency or the Legislative Services Agency.

**2.14.7.3** Pursuant to Iowa Code § 8F.4, the Contractor shall file an annual report with the Agency and the Legislative Services Agency within ten (10) months following the end of the Contractor's fiscal year (unless the exceptions provided in Iowa Code § 8F.4(1)(b) apply). The annual report shall contain:

**2.14.7.3.1** Financial information relative to the expenditure of state and federal moneys for the prior year pursuant to this Contract. The financial information shall include but is not limited to budget and actual revenue and expenditure information for the year covered.

**2.14.7.3.2** Financial information relating to all service contracts with the Agency during the preceding year, including the costs by category to provide the contracted services.

**2.14.7.3.3** Reportable conditions in internal control or material noncompliance with provisions of laws, rules, regulations, or contractual agreements included in external audit reports of the Contractor covering the preceding year.

**2.14.7.3.4** Corrective action taken or planned by the Contractor in response to reportable conditions in internal control or material noncompliance with laws, rules, regulations, or contractual agreements included in external audit reports covering the preceding year.

**2.14.7.3.5** Any changes in the information submitted in accordance with Iowa Code §8F.3

**2.14.7.3.6** A certification signed by an officer and director, two directors, or the sole proprietor of the Contractor, whichever is applicable, stating the annual report is accurate and the recipient entity is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the recipient entity and the requirements of Iowa Code chapter 8F.

**2.14.7.3.7** In addition, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Agency.

**2.14.8 Reserved. (*Food and Nutrition Services Funded Contract*).**