



Iowa Department of Human Services

REQUEST FOR PROPOSAL (RFP)

Community Adolescent Pregnancy Prevention (CAPP)  
Administrative Services  
ACFS 19-002

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***RFP Purpose.***

The Community Adolescent Pregnancy Prevention (CAPP) Program is an Agency initiative established for the purpose of reducing the number of births to Adolescents in Iowa. The purpose of this Request for Proposals (RFP) is to solicit Proposals from qualified Bidders for the delivery of statewide administrative support services to establish, expand, and support local Community Coalitions and CAPP service providers across the state. The Agency seeks qualified Bidders to implement effective strategies to reduce the rate of births to Adolescents in Iowa and to decrease Risk Factors associated with Adolescent pregnancy. The successful Bidder shall administer a comprehensive Program to include a continuum of both Primary and Secondary Prevention efforts.

***Duration of Contract.***

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

***Funding.***

Funding for these services shall not exceed 15% of the total annual Program budget, appropriated at \$1,930,067 for the current State Fiscal Year. This means the amount for any Contract awarded as a result of this RFP shall not exceed \$289,510 in any single SFY (including any incentive payments earned). This is a total of \$1,737,060 for the full potential year of six years.

The base amount for the Cost Proposal submitted in response to this RFP shall not exceed \$274,510 for SFY 2019 and/or \$269,510 for SFY 2020-2024 (i.e., a maximum of \$269,510 each of the five subsequent years). This is a maximum base amount of \$1,622,060.

***Current Community Adolescent Pregnancy Prevention (CAPP) Program Grantees or Sub-Grantees.***

The successful Bidder of this RFP will be prohibited from bidding on any future Program grant opportunities and may not have any ownership, control, or affiliation with any Grantees (including sub-grantees) as of July 1, 2018. If the successful Bidder currently receives Program grant funding, either directly from the Agency or through a subcontract relationship, all such Program grants will be (1) transitioned to other grantees if the Bidder is a Grantee, or (2) modified to remove the Bidder if the Bidder is a sub-grantee, as of July 1, 2018. See Attachment K for a list of all current funded Projects by County for CAPP.

**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>December 11, 2017</b>
Agency Issues RFP to Bid Opportunities Website	<b>December 13, 2017</b>
Bidders' Conference Will Be Held on the Following Date and Time	<b>January 3, 2018, 2:00 p.m. CST</b>
Bidder Letter of Intent to Bid Due By	<b>January 17, 2018, 2:00 p.m. CST</b>
Bidder Written Questions Due By	<b>January 17, 2018, 2:00 p.m. CST</b>
Agency Responses to Questions Issued By	<b>January 24, 2018</b>
<b>Bidder Proposals and any Amendments to Proposals Due By</b>	<b>February 12, 2018, 12:00 p.m.</b>
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	<b>April 6, 2018</b>
Contract Negotiations and Execution of the Contract Completed	<b>May 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.

In 1987, the Governor brought together a broad-based group of stakeholders to determine the top problem areas facing Iowa in the future. One of the problem areas identified was Adolescent pregnancy. Based on recommendations from this group, the Iowa Legislature appropriated funds to the Iowa Department of Human Services (IDHS) for multiple pilot project efforts to reduce Adolescent pregnancy in [1987 Iowa Acts, Chapter 234, Section 203\(1\)\(i\)](#). Specifically, the appropriation, from the state's general fund stated the following:

*i. As a condition of the appropriation made under this subsection, the department shall administer grants, which may be awarded to public school corporations, adolescent service providers, and nonprofit organizations involved in adolescent issues for two-year pilot projects targeted toward those areas of the state with the highest incidence of adolescent pregnancy, from one or more of the following programmatic areas:*

- (1) Pregnancy prevention programs for adolescents and workshops for parents of adolescents to improve parent-child communications regarding human sexuality.*
- (2) Communications media campaigns to discourage adolescent sexual activity and to encourage the assumption of responsibility by adolescents, both male and female, for their sexual activity and for parenting.*
- (3) Residential facilities for pregnant adolescents and adolescent parents in need of shelter.*
- (4) Early pregnancy detection for adolescents and prenatal services and adoption counseling for pregnant adolescents.*
- (5) Child care and case management services provided to adolescent parents, both male and female, for a predetermined fee under purchase-of-service contracts, which include child care services, instruction in child development and parenting skills, support services for completion of school and for job training and placement, prevention of subsequent pregnancies during adolescence, and other personal services.*
- (6) Teacher training, including transportation costs and workshop, conference, and course work expenses, designed to improve the teaching of components of the human growth and development curricula in grades kindergarten through twelve. A preference shall be given for the funding of teacher training grant projects which would qualify participating teachers for continuing education unit credits.*
- (7) Pregnancy prevention programs which teach and encourage teen sexual abstinence. As used in this subsection, "adolescent" means a person under eighteen years of age or a person in attendance at an accredited school pursuing a course of study leading to a high school diploma, or its equivalent. Pilot projects providing services to an adolescent under eighteen years of age may continue to provide the services beyond the adolescent's eighteenth birthday in accordance with guidelines adopted by the department. Five hundred thousand (500,000) dollars, or so much thereof as may be necessary, is appropriated for the fiscal year beginning July 1, 1987 and ending June 30, 1988, for these grants. Of the funds appropriated in this paragraph, the department shall expend no more than five percent for administrative costs. The department shall adopt rules pursuant to chapter 17A to implement the grant program.*

The item listed as number 7 is what eventually came to be known as the Community Adolescent Pregnancy Prevention (CAPP) Program. The Agency established rule ([Iowa Admin Code Ch. 441-163](#)) for the Program and the pilot Program was eventually expanded. In 1997, the Iowa State Legislature appropriated \$2,270,000, including 1.00 FTE (Full Time Equivalent) from the general fund of the state for SFY 1998. This piece of legislation ([1997 Iowa Acts, Chapter 208, Section 14](#)), outlines the purpose and intent of the Program, is still cited in the current appropriations bill today and the funding is appropriated each year within the state health and human services budget.

During the early and mid-2000s, the Program grew in size and scope and the source of funding shifted to Federal TANF (Temporary Assistance to Needy Families) Block Grant funding. In 2003, the legislature appropriated \$2.51 million of Iowa’s TANF funding to CAPP and added the allowance of a second Agency FTE (up to 1.00) for administration of the Program ([2003, HF 667, 80<sup>th</sup> General Assembly](#)). However, in the 2005 appropriations bill the Program budget was to be reduced on the condition the Agency received approval that year from the Center for Medicare and Medicaid Services (CMS) for a waiver to provide family planning services, as the CAPP Program is conditioned on the Agency’s provision of these services. This waiver was ultimately granted and since that time, the annual appropriation for CAPP has consistently remained steady at \$1,930,067 annually for more than 10 years.

The SFY 2018 appropriations bill ([HF 653](#)) specifically states the following in regards to the CAPP Program:

*For pregnancy prevention grants on the condition that family planning services are funded:  
 ..... \$ 1,930,067*

*Pregnancy prevention grants shall be awarded to programs in existence on or before July 1, 2017, if the programs have demonstrated positive outcomes. Grants shall be awarded to pregnancy prevention programs which are developed after July 1, 2017, if the programs are based on existing models that have demonstrated positive outcomes. Grants shall comply with the requirements provided in 1997 Iowa Acts, chapter 208, section 14, subsections 1 and 2, including the requirement that grant programs must emphasize sexual abstinence. Priority in the awarding of grants shall be given to programs that serve areas of the state which demonstrate the highest percentage of unplanned pregnancies of females of childbearing age within the geographic area to be served by the grant.*

**1.1.1 Community Adolescent Pregnancy Prevention (CAPP) Program Overview**

The CAPP Program was designed with the following intent:

*“Services are to be provided to adolescents and their parents for the purpose of preventing adolescent pregnancy; to adolescents who are either pregnant or parenting to prevent subsequent pregnancies, promote self-sufficiency and physical and emotional well-being; and to communities to assist them in addressing issues of adolescent pregnancy.” ([Iowa Administrative Code Chapter 441-163](#))*

Chapter 163 also designates specific aspects of the Program that are to be contracted out by the Agency. Specifically, it identifies the following:

1. **Statewide Campaign Grant** – *“awarded for a project providing a statewide campaign which encourages abstinence and provides information which will emphasize prevention of adolescent pregnancies,” (Iowa Administrative Code r. 441—163.3(9)).*
2. **Evaluation Grant** – *“awarded to provide technical assistance to grantees in assessing their project and developing an evaluation tool for ongoing use,” (Iowa Administrative Code r. 441—163.3(10)).*
3. **State Coalition Grant** – *“awarded to provide assistance to an existing coalition or network focusing on the issues of adolescent pregnancy prevention and services and coalition building in the state,” (Iowa Administrative Code r. 441—163.3(11)).*
4. **Community Adolescent Pregnancy Prevention (CAPP) Grants** – *“awarded to projects providing:*
  - a. *Broad-based representation from community or regional representatives including, but not limited to, schools, churches, human service-related organizations, and businesses.*

- b. *Comprehensive programming focusing on the prevention of initial pregnancies during the adolescent years. Projects may provide one or more of the following services:*
- (1) *Workshops and informational programs for adolescents and parents of adolescents to improve communication between children and parents regarding human sexuality issues.*
  - (2) *Programs that focus on the prevention of initial pregnancies through responsible decision making in relationships. These programs should be comprehensive with emphasis on, but not limited to, abstinence, risks associated with drug and alcohol use, contraceptives and associated failure rates, sexually transmitted diseases, and AIDS.*
  - (3) *Programs which use peer counseling or peer education techniques for the prevention of adolescent pregnancies.*
  - (4) *Development and distribution of informational material designed to discourage adolescent sexual activity, to provide information regarding acquired immune deficiency syndrome and sexually transmitted diseases, and to encourage male and female adolescents to assume responsibility for their sexual activity and parenting.*
- c. *Services to pregnant and parenting adolescents. Not more than 25 percent of a community grant may be used for these services. Projects may provide one or more of the following services:*
- (1) *Programs intended to prevent an additional pregnancy by a parent who is less than 19 years of age. Preference in grant awards will be given to programs providing incentives to clients for their program participation and success in avoiding a subsequent pregnancy.*
  - (2) *Programs for pregnant or parenting teens intended to educate adolescents concerning the risks associated with alcohol and other drug use during pregnancy, improve parenting skills, and plan for the future.*
  - (3) *Programs for young fathers.*
  - (4) *Development and distribution of informational material designed to encourage male and female adolescents to assume responsibility for their sexual activity and parenting,” (Iowa Administrative Code r. 441-163.3(12)).*

Currently there are 17 CAPP Grantees providing direct services in 55 of Iowa’s 99 counties under the Program. For a map and list of all current Grantees, please see Attachments G and K.

### **1.1.2 Evaluation**

There is an existing contract for Program evaluation between the Agency and the University of Northern Iowa, Center for Behavioral Research; College of Social and Behavioral Sciences (Contract #ACFS 15-005). The successful Bidder of this RFP will work with the Agency and the Evaluator in evaluating the Program and in the process of implementing Continuous Quality Improvement (CQI) measures. The most recent Annual Evaluation report is included with this posting as Attachment L.

The successful Bidder shall implement Agency approved recommendations made by the Program Evaluator. For a review and recommendations for the current Program, prepared by the Program Evaluator, please see Attachment M. The Program Evaluator has outlined 5 specific recommendations to enhance programming, outcomes, and evaluation.

### **1.1.3 CAPP Program Grantees**

Per the Iowa Acts (within the annual health and human service appropriations bill), the requirements for the Program, as a whole, include the following:

1. The Agency must provide family planning services;
2. Grants awarded to existing programs must show positive outcomes and any new programs must be based on existing models that have demonstrated positive outcomes;
3. Grants are to follow requirements provided in 1997 Iowa Acts, chapter 208, section 14, subsections 1 and 2, including the requirement that grant programs must emphasize sexual abstinence; and
4. Grant awards will give preference to those that serve areas of the state which demonstrate the highest percentage of unplanned pregnancies of females of childbearing age within the geographic area to be served by the grant.

Per Iowa Administrative Code Chapter 441-163, grants will be awarded to Projects providing:

1. A broad-based interdisciplinary Coalition with community or regional representatives,
2. Comprehensive programming focusing on the prevention of initial pregnancies, and/or
3. Services to pregnant and parenting adolescents (no more than 25% of a grant).

Current Project contracts with Grantees may be renewed through SFY 2019 (June 30, 2019) and then a new competitive procurement will occur to procure new local CAPP services beginning July 1, 2020. To see a list of current Grantees and Projects being funded, along with service data from SFY 2017, see Attachment K.

#### **1.1.4 Administration and Current Program Requirements**

For the purposes of this RFP the services outlined in 441 Iowa Admin Code Ch. 163 as the “Statewide Campaign Grant” and the “State Coalition Grant” are being combined into a single Contract for a CAPP Administrator, as was done in the previous procurement in SFY 2013. The specific Deliverables the Agency seeks to purchase from an Administrator are outlined in detail in Section 1.3, Scope of Work.

The current contracted CAPP Administrator has set the following CAPP Grantee requirements:

1. Science/Research-based curriculum covering Comprehensive Sex Education from an identified list of curricula (see Attachment N)
2. Programming that addresses nonsexual Risk and Protective Factors (e.g., topical programming on healthy relationships or substance use)
3. Collaborative efforts to increase access to family planning services, including condoms and contraceptives (e.g., health fairs and other community events).
4. (OPTIONAL) Additional strategies to address sexual Risk and Protective Factors (these may include “proven-effective, promising, or new” but must be designed, implemented, and evaluated using science-based approaches).

This particular Program model is not currently established in Iowa law or Agency policy. Bidders are encouraged to develop and propose their own unique Program structure, assuming the requirements identified in Iowa Acts and Iowa Administrative Code (see Section 1.1.3) are included and that the approach results in the desired outcomes of the Agency. Bidders are also expected to review the Program Evaluator recommendations (Attachment M) and the Agency review of data trends within the state (Section 1.1.5) in understanding the Agency’s desired goals and developing their Proposal.

#### **1.1.5 Adolescent Pregnancy in Iowa**

Depending on the source of data and the year, the national Adolescent birth rate in the United States is estimated to be approximately 22-24 (i.e., the rate of births to Adolescents per 1,000 female Adolescents) or 2.2-2.4% of the female Adolescent population (see CDC or HHS websites in Section 2.4, Online Resources for more national data). Iowa ranks lower than the national average when it comes to our Adolescent birth rate at approximately 15-17 births for 1,000 female Adolescents (see Table 1). This is relatively consistent with other measures around child health and well-being that often place Iowa above other states and the nation as a whole.

However, a few trends occurring within the state suggest we may need to modify our approach to the prevention of Adolescent pregnancy in Iowa. The first trend is the fact that preliminary 2016 vital statistics data from the Iowa Department of Public Health shows an increase in both the number and the rate of births to Adolescents in Iowa for the first time since 2007-2008 (see Table 1).

**Table 1. Iowa birth rates by year, 2006-2016**

Year	Iowa Population Estimates 15-19 yr old (Female ONLY) <sup>1</sup>	Total Number of Births to Mothers under 20 <sup>2</sup>	Rate of Births to Mothers under 20 (per 1,000 females age 15-19)
2006	108,514	3,524	32.48
2007	105,943	3,565	33.65 ↑
2008	109,377	3,629 ↑	33.18
2009	105,755	3,448	32.60
2010	107,798	3,059	28.38
2011	106,050	2,706	25.52
2012	104,540	2,532	24.22
2013	107,797	2,298	21.32
2014	107,952	2,069	19.17
2015	105,191	1,624	15.44
2016*	106,295	1,788 ↑	16.82 ↑

\*Preliminary data, full report is not available as of the date of the RFP

<sup>1</sup>US Census Data Estimates, Source:

[http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS\\_15\\_1YR\\_B01001&prodType=table](http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?pid=ACS_15_1YR_B01001&prodType=table)

<sup>2</sup>Iowa Department of Public Health Vital Statistics, Source: <http://idph.iowa.gov/health-statistics/data>

In addition, the pace at which Iowa's Adolescent birth rate is declining has been slower than what has happened across the country over the past few decades. For example, the US Adolescent birth rate has declined 64%, since peaking in 1991, that rate has decreased only 56% during the same time period in Iowa (see Table 2). Some of this less steep decline can likely be attributed to the fact that Iowa's rates were initially lower to begin with (i.e., there was less room for growth to occur). However, the slower than average decline may also be related to other factors unique to Iowa.

**Table 2. Percent change in the teen birth rate, 1991-2015 and 2014-2015**

Total	Iowa	United States
Change in rate to females aged 15-19 (1991 to 2015)	-56%	-64%
Change in rate to females aged 15-19 (2014 to 2015)	-6%	-8%

US Department of Health and Human Services, Source: <https://www.hhs.gov/ash/oah/facts-and-stats/national-and-state-data-sheets/adolescent-reproductive-health/iowa/index.html>

One such factor may be Iowa's status as it relates to social determinants of health and Disparity in health outcomes (including Adolescent pregnancy) based on race. It becomes apparent when we account for the population make-up of Iowa, that the level of Disparity is quite significant (see Table 3). In an equitable situation, the prevalence of Adolescent pregnancy would be similar regardless of race, meaning the Disparity rate would be "1" across the board. However, it becomes clear that while Whites make up over 90% of Iowa's population, they represent only 75% of the Adolescent births in the state. Keep in mind,

this figure includes those who identify as “White” AND “Hispanic” (if the birth data were available by white, non-Hispanic, that number would likely be even lower). In comparison, American Indian or Alaska Native youth, as well as multiracial youth, become Adolescent parents at more than twice the rate of their proportion of the population (note, these groups were combined and classified as “other” due to different definitions within the two data sets). Finally, for Hispanic youth (regardless of race) and Black youth those rates are even more staggering at 3.3 and 3.8 respectively. These trends mirror those across the nation and indicate a need for more targeted and culturally relevant interventions.

**Table 3. All births to females under 20 years of age, percent by race/ethnicity, compared with demographics for the state of Iowa, 2015**

Mother's race/ethnicity (under 20 yrs.) <sup>1</sup>	Iowa <sup>1</sup>	% of all Births	% Iowa population <sup>2</sup>	Disparity Rate
White	1,225	75%	90.5%	.83
African-American/Black	213	13%	3.4%	3.82
Asian or Pacific Islander	37	2.3%	2.3%	1
Other*	157	9.6%	3.8%	2.53
Hispanic (Not included in total, ALL races)	303	18.6%	5.6%	3.32
Total	1,632			

\*Includes multiple races, as well as American Indian/Alaska Native (Data sources coded differently)

<sup>1</sup> Iowa Department of Public Health Vital Statistics, Source: <http://idph.iowa.gov/health-statistics/data>

<sup>2</sup>Iowa State Data Center, Source: <http://www.iowadatacenter.org/quickfacts>

Another area where we see significant disparities in regards to Adolescent pregnancy is with the population of youth involved in the formal child welfare and/or juvenile justice systems. Specific data on the youth who leave the care and supervision of state systems can often be challenging to gather. Nonetheless, the Agency participates in the National Youth in Transition Database (NYTD) and does conduct random sampling surveys of youth who have “aged out” of the foster care system in Iowa. These random samples can give us a glimpse of what life is like for youth who have transitioned out of care.

The following tables illustrate outcomes related to a cohort of youth who reached the age of 17 while in foster care in Iowa in 2011. The original sample included a total of 477 youth (out of 543) in the baseline survey conducted in late 2010 and through 2011. Smaller random samples (N = 225) were pulled for follow-up surveys at age 19 (2013) and again at 21 (2015). When looking at both male and female respondents (see Table 4) the percentage of the population who answered “yes” when asked if they had children was 13.2% by 19 and 40% by age 21.

**Table 4. Transitioning youth with children, 2011-2015**

Year	Age	Sample size	Responses	Response Rate %	N with Children (of responders)	% of respondents
2011	17	543	477	88%	29	6.1%
2013	19	225	129	57%	17	13.2%
2015	21	225	136	60%	53	40.0%

Source: Iowa Department of Human Services



The NYTD data is even more astounding when we look at the rates by gender, which is more comparable to how we determine Adolescent birth rates (see Table 5, female rates are the second figure in red). As noted, the general population in Iowa sees approximately 1.5-1.7% of female adolescents (i.e., under 20 years of age) giving birth. This compares with the population of female youth surveyed who transitioned out of foster care, where over 19% were parenting by age 19 and more than half (54%) were parenting by age 21. If the trends in this sample are consistent with the overall outcomes for youth transitioning out of foster care, it means these youth are more than 10 times as likely to be an Adolescent parent as the general female population.

**Table 5. Transitioning youth with children (by gender), 2011-2015**

Year	Age	Responses (M/F)	N with Children (M/F)	% of respondents (M/F)
2011	17	477 (275/202)	29 (12/17)	6.1% (4.4%/8.4%)
2013	19	129 (62/67)	17 (4/13)	13.2% (6.5%/19.4%)
2015	21	136 (68/68)	53 (16/37)	40.0% (23.5%/54.4%)

Source: Iowa Department of Human Services

Although a number of CAPP Grantees do provide programming to Adolescents in the state child welfare and/juvenile justice systems, the Program as a whole has not made a targeted effort to prioritize programming for youth in out-of-home placements. Bidders are encouraged to review Attachment H for data on the number of the number of youth who, since January 1, 2016 has experienced a placement in Shelter Care (a service under Child Welfare Emergency Services), Foster Group Care, or Supervised Apartment Living (SAL). It should be noted that in any given year more than 1,000 youth age 12-17 (the key demographic for CAPP programming) cycle through over 2,000 residential placements. The average age at entrance for all levels of Foster Group Care, as well as Shelter Care was 15-15.5 years old (of all 12-17 yr. olds whose data was pulled for this RFP) and the average age of entrance for Supervised Apartment Living is 16.8. In addition, data in Attachment H on the gender breakdown and average lengths of stay (by service type) are included to give Bidders an idea of how long on average youth are in these placements and what types of programming may work best within those parameters. Finally, a link to find additional information on child welfare providers across the state is provided. Bidders are encouraged to use this information in preparing their Proposal.

### 1.1.5 Agency Goals for the CAPP Program.

Given these trends and data points, the Agency is placing a significant emphasis on several goals moving forward with the CAPP Program, including, but not limited to:

- **Building stronger local community Coalitions;**
  - Data from a survey conducted by the Agency (Attachment F) of Coalition members indicate that more than half of the 71 respondents were, in some way, employed by CAPP Grantee agencies. In addition, a number of fields were not represented at all in the 71 responses received by the Agency (i.e., juvenile court services/law enforcement, faith community, teens/young parents, or private businesses). This indicates a need for greater support and technical assistance to Grantees in building and sustaining strong Coalitions.
- **Providing culturally relevant interventions and Projects;**
  - Given the data around Disparity, it is apparent that there is a need for programming that has indicated effectiveness in reducing Adolescent pregnancy in minority populations.
- **Coordination with out-of-home placement providers in Program and Project implementation;**
  - Perhaps the most striking data trend is the significant rates of Adolescent pregnancy in the population of youth involved in the child welfare and juvenile justice systems.

Targeting this population and working collaboratively with other at-Risk youth serving organizations shall be a priority as the Program moves forward.

- In addition, the Agency is currently involved in a Jim Casey Youth Opportunities Initiative (2017 Pregnancy Prevention and Parenting Support Grant) with Youth Policy Institute of Iowa (YPII) to conduct qualitative research on parenting youth in the child welfare/juvenile justice systems. The awarded Bidder will be expected to review the results of this report (anticipated to be available in 2018) in fulfilling the deliverables of any awarded Contract.
- **Developing a comprehensive programming model that goes beyond sexual health education, including programming that focuses on improving relationships between youth and adults, as well as service learning and other youth development programming;**
  - While Comprehensive Sex Education is an important component to preventing Adolescent pregnancy, the Agency views this as one strategy within a broader array of comprehensive services geared toward youth at Risk for Adolescent pregnancy. Research suggests that the problem of Adolescent pregnancy is much more complex than just a lack of knowledge about sexual health. Risk Factors include a history of abuse, conflict within the family, having a mother who was a young parent, low self-esteem, and poverty, among others. To continue to reduce the rate of Adolescent pregnancy in the state, these other factors must be part of a more comprehensive approach.
  - As noted in the Program Evaluator’s literature review and recommendations (Attachment M), “positive outcomes were found more frequently in programs that emphasized improving relationships between parents and youth, programs that included service learning or community service, programs that included homework (particularly interactive homework that included parent or family involvement), and programs that were culturally tailored to the population being served.”
- **Targeting communities and populations with the greatest Risk; and**
  - In addition to targeting specific demographic populations (i.e., areas with high rates of minority youth or out-of-home placement facilities), there are also community level trends that can point to geographic areas of the state that are at higher Risk for Adolescent pregnancy. See Attachment G for a map of the state with 5 year average teen birth rates. In addition, the CAPP Program Evaluator is currently working on a comprehensive Risk index that considers multiple factors in determining Risk by geographic area. More on this and the Bidders role (if awarded a Contract) is outlined in Section 1.3, Scope of Work.
- **Implementing Continuous Quality Improvement (CQI) measures and activities to regularly incorporate evaluation findings into practice.**
  - One of the challenges with evaluation in general is that it is often conducted as a requirement, but the results are not often used to make Program or practice changes. Bidders shall indicate within their Proposals how evaluation data will be used with Grantees and at a Program level in the process of Continuous Quality Improvement.

Currently the CAPP Program places an emphasis on implementation of science/Research-based Comprehensive Sex Education (CSE) in public school settings, along with topical programming around Risk (typically one time sessions on topics such as substance use, peer pressure, healthy relationships, etc.). Approximately six Projects also have specific programming geared toward pregnant or parenting teens. For a list of the current Administrator’s approved curricula list, see Attachment N and for a list of the specific curricula being used, by Grantee, see Attachment K. In addition, please see the Program Evaluator’s Review (Attachment M) for outcomes, by curriculum, on a number of measures. The Agency will not exclude the proposed use of any program models with demonstrated evidence of effectiveness in the prevention of Adolescent pregnancy. In addition, for more information on federally approved programs with evidence in the prevention of Adolescent

pregnancy, please refer to the following website maintained by the United States Department of Health and Human Services: <https://tppevidencereview.aspe.hhs.gov/EvidencePrograms.aspx>

### ***General Overview of Scope of Work Requirements***

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

- (1) Development of a strategic plan to reduce Adolescent pregnancy in Iowa. Activities include, but are not limited to:
  - Collaboration with the Program Evaluator in conducting a statewide Comprehensive Needs Assessment of Risk Factors for adolescent pregnancy;
  - Identification of various federal, state, and local initiatives underway in Iowa with a primary or secondary goal of reducing Adolescent pregnancy;
  - Identification of federal, state, local, and private resources available;
  - Engagement of state and local partners in creating a state level Advisory Committee on Adolescent pregnancy prevention;
  - Assessment of current CAPP funded Projects and curricula (and recommendations for needed change);
  - Development of a strategic statewide plan for Adolescent pregnancy prevention; and
  - Implementation and ongoing review/revision of the plan.
  
- (2) Provision of Coalition and Grantee technical assistance and support, including administrative support services. Activities include, but are not limited to:
  - Providing Coalition support and development;
  - Developing a statewide Project RFP (for Agency approval) that achieves Agency goals;
  - Assisting the Agency in disseminating the Project RFP as directed;
  - Coordinating, in conjunction with the Agency, the Project RFP review and selection process;
  - Drafting Project contracts and providing ongoing monitoring of local service contracts;
  - Providing training and technical assistance for Coalitions and Projects;
  - Ensuring models used have evidence of effectiveness in adolescent pregnancy prevention and that models are implemented with Fidelity; and
  - Assisting the Agency in meeting reporting requirements under TANF, as well as the state's Child and Family Services Plan (CFSP);
  
- (3) Development and implementation of a statewide campaign for the prevention of Adolescent pregnancy. Activities include, but are not limited to:
  - Development of a statewide media/communication plan;
  - Development and use of Public Service Announcements (PSAs), or other forms of media, targeted to Adolescents, parents, youth-serving professionals, mentors, etc.;
  - Development and distribution of resource materials for Adolescents, parents, youth-serving professionals, mentors, etc.; and
  - Promotion of National Adolescent Pregnancy Prevention Month during the month of May.

**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.**

**“Adolescent”** means a person under 18 years of age or a person 18 years of age or older who is attending an accredited high school or pursuing a course of study that will lead to a high school diploma or its equivalent.

**“Age-appropriate”** means topics, messages, and teaching methods suitable to particular ages or age groups of children and Adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group (per Iowa Code § 279.50).

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

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

**“Child(ren) with a Disability”** as defined in section 602 of the Individuals with Disabilities Education Act, means a child — (i) with intellectual disabilities, hearing impairments (including deafness), speech or language impairments, visual impairments (including blindness), serious emotional disturbance (referred to in this chapter as “emotional disturbance”), orthopedic impairments, autism, traumatic brain injury, other health impairments, or specific learning disabilities; and (ii) who, by reason thereof, needs special education and related services (20 U.S.C., 1401).

**“Child and Family Services Review (CFSR)”** means the federal process established by the Children’s Bureau in to establish a process for monitoring state Child welfare programs. Under federal regulations, states are assessed for substantial conformity with federal requirements for Child welfare services.

**“Coalition”** see *Community Coalition*

**“Community Adolescent Pregnancy Prevention (CAPP) Program”** or **“Program”** means that Program established by Iowa Acts. Use of either term in the context of this Request for Proposals refers to the Program as a whole rather than individual Projects funded under the Program.

**“Community Coalition”** or **“Coalition”** means broad-based representation from community or regional representatives including, but not limited to, schools, churches, human service-related organizations, and businesses (as required under Iowa Administrative Code Chapter 441-163 for Project eligibility).

**“Comprehensive Needs Assessment”** or **“Needs Assessment”** means a systematic process for determining and addressing needs, or “gaps” between current conditions and desired conditions or “wants.” The discrepancy between the current condition and wanted condition must be measured to appropriately identify the need. For general information, resources, and guidance on conducting a Needs Assessment around Adolescent pregnancy prevention, please see: <https://www.hhs.gov/ash/oah/sites/default/files/needs-assessment-508.pdf>

**“Comprehensive Sex Education”** means Age-appropriate, medically accurate, Research-based information on a broad set of topics related to sexuality including human development, relationships, decision making, abstinence, contraception, and disease prevention.

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

**“Contract Manager”** means the Agency staff person assigned to monitor and manage any Contract that results from this solicitation.

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

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

**“Disproportionate Representation”** or **“Disparity(-ies)”** means that a particular racial or ethnic group has a higher, or lower, incidence or percentage of involvement in the various levels of the Child welfare system in a defined area than the racial or ethnic group’s percentage of the total population in the defined area. For specific information as it relates to disparities in Adolescent pregnancy please see: <https://www.cdc.gov/teenpregnancy/about/social-determinants-disparities-teen-pregnancy.htm>

**“Program Evaluator”** means the entity contracted by the Agency to evaluate the Program. Currently, this is the University of Northern Iowa, Center for Behavioral Research; College of Social and Behavioral Sciences.

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

<https://tppevidencereview.aspe.hhs.gov/EvidencePrograms.aspx>

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

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

**“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 Part 75.2). TANF rules place a cap of 15% on Indirect Costs to states. This limit will be passed on to any awarded Contractor.

**“Participant”** means any adult, Child, or family who participates in any Project funded under the Community Adolescent Pregnancy Prevention (CAPP) Program.

**“Primary Prevention”** means prevention activities that are directed at the general population.

**“Program Administrator”** or **“CAPP Administrator”** means the entity contracted by the Agency to provide administrative support services for CAPP.

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

**“Project(s)”** mean the individual local service Projects funded under the Community Adolescent Pregnancy Prevention (CAPP) Program, as awarded by the Agency.

**“Project Grantees”** or **“Grantees”** means the organizations and subcontractors that have been awarded funding by the Agency for individual Projects under the Program. Project Grantees are chosen by the local Community Coalition to act as the lead organization in local service provision.

**“Protective Factors”** means conditions in individuals, families, and communities that, when present, can mitigate Risk associated with Adolescent pregnancy.

**“Research-based”** means all of the following (per Iowa Code § 279.50):

- (1) Complete information that is verified or supported by the weight of research conducted in compliance with accepted scientific methods; recognized as medically accurate and objective by leading professional organizations and agencies with relevant expertise in the field, such as the American college of obstetricians and gynecologists, the American public health association, the American academy of pediatrics, and the national association of school nurses; and published in peer-reviewed journals where appropriate.
- (2) Information that is free of racial, ethnic, sexual orientation, and gender biases.

**“RFP”** means a formal Request for Proposals that involves the state Agency soliciting Bids to purchase services through a competitive process.

**“Risk”** or **“Risk Factors”** means conditions in individual Adolescents, families, and communities that, when present, increase the probability or likelihood of Adolescent pregnancy. Common Risk Factors for Adolescent pregnancy include youth in out-of-home placement settings, youth with developmental disabilities (see “Children

with a Disability” definition), youth with mental health and/or substance abuse issues, youth living in poverty, youth with a mother who was an Adolescent parent, and ethnic/racial minorities, among others.

**“Secondary Prevention”** means prevention activities with a high-Risk focus that are offered to populations that have one or more Risk Factors associated with Adolescent Pregnancy.

**“State Fiscal Year (SFY)”** or **“Fiscal Year”** means the 12-month period for which CAPP Program funds are appropriated, beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> of the following calendar year.

**“Temporary Assistance to Needy Families (TANF)”** means the federal assistance program that was created by the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996. TANF block grant funds are the source of funding for the Program. For additional information on laws and regulations associated with TANF (Title IV, Part A of the Social Security Act), please see the following website:

<https://www.acf.hhs.gov/ofa/programs/tanf/laws-regulations>

**“Tertiary Prevention”** means prevention services provided to pregnant or parenting Adolescents in an effort to prevent subsequent pregnancies.

### 1.3 Scope of Work.

#### 1.3.1 Deliverables.

##### 1.3.1.1 Comprehensive Assessment of Adolescent Pregnancy Prevention Efforts in Iowa and Development of a Strategic Plan

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

##### 1.3.1.1.1 Comprehensive Statewide Assessment and Strategic Plan Deliverables

###### A. Comprehensive Needs Assessment of Adolescent Pregnancy in Iowa.

- a. The Contractor shall work with the Program Evaluator, as they review various Risk Factors associated with Adolescent pregnancy and their prevalence throughout the state of Iowa for the Needs Assessment.
  - i. The Contractor shall use the comprehensive Risk index created by the Program Evaluator which summarizes Risk for Adolescent pregnancy at the County level.
  - ii. The results of this Risk index must be noted in any Contractor recommendations within the Needs Assessment regarding the targeting of services to Adolescents at the greatest Risk for pregnancy (i.e., Secondary Prevention).
- b. The Contractor shall establish an Advisory Committee of relevant stakeholders at the statewide level that shall be involved in the review of the Needs Assessment and shall meet on at least a quarterly basis going forward to help guide and provide input for the Program.
  - i. Membership of the Advisory Committee shall include, representatives from the following Agencies or disciplines:
    1. Iowa Department of Human Services;
      - I. This will include the Agency Contract Manager.
    2. Iowa Department of Public Health; and
    3. Iowa Department of Education;
  - ii. Additional members may be selected to represent the following disciplines/roles:
    1. Iowa Department of Human Rights, Division of Criminal & Juvenile Justice Planning (CJJP);
    2. Out-of-home placement provider;
    3. CAPP Grantee/Coalition;
    4. CAPP Participant; and
    5. Other state/local partners or stakeholders.
  - iii. The Contractor shall seek Agency approval in the final composition of the Advisory Committee.
- c. The Contractor shall conduct a thorough statewide inventory of current programs, initiatives, and funding in Iowa with a goal of preventing Adolescent pregnancy and/or supporting pregnant or parenting Adolescents (i.e., Primary, Secondary, or Tertiary Prevention).
  - i. Contractor shall, at minimum, consider the following programs:
    1. Abstinence Education Grant Program (AEGP) – IDPH;



2. Family Planning Program (Title X) – IDPH;
3. Personal Responsibility Education Program (PREP) – IDPH;
4. Pregnancy Assistance Fund (PAF) – IDPH; and
5. Family support programs that target pregnant or parenting Adolescents.

I. For example, those funded through Early Childhood Iowa, IDPH, or IDHS (e.g., the Iowa Child Abuse Prevention Program or Decategorization).

- d. The Contractor shall provide an overview of how these programs intersect with current CAPP funded Projects. This analysis shall include, at minimum, the percentage of CAPP funded Projects also receive funding from other state agencies or state/local programs for similar work. This information will assist the Contractor in determining where gaps in services may be and where there may be possible duplication of efforts.
- e. The Contractor shall provide an analysis of the number/percentage of current CAPP funded Projects that utilize an Evidence-Based or Evidence-Informed curricula and whether the results of such evidence is correlated specifically to preventing Adolescent pregnancy or if the evidence relates to other sexual Risk Factors (i.e., condom use, number of sexual partners, etc.). The Contractor shall conduct this analysis in accordance with Evidence-Based clearinghouses and other reliable sources. Suggested resources for these can be located in Section 2.4 Online Resources.

**B. Statewide Strategic Plan for the Prevention of Adolescent Pregnancy.**

- a. In conducting the Needs Assessment the Contractor will make recommendations to be used in developing an Agency-approved statewide strategic plan for the prevention of Adolescent pregnancy. The Contractor shall develop the plan with input from the Agency, Advisory Committee, and any other stakeholders.
  - i. The Contractor shall include the following components in the plan, at minimum:
    1. Short-term, mid-term, and long-term goals and objectives for reducing Adolescent pregnancy in the state;
    2. A plan for determining the specific types of Projects and interventions to be funded under the Program.
      - I. The Contractor shall prioritize interventions based on targeted populations and evidence of effectiveness in the prevention of Adolescent pregnancy;
      - II. The Contractor shall not exclude Projects or models/curricula that have been deemed Evidence-Based or Evidence-Informed in the prevention of Adolescent pregnancy.
      - III. The Contractor shall outline, within the plan, a model of practice for services that may be funded for pregnant or parenting Adolescents (up to 25% of Grantee awards), including any specific curricula and a plan to monitor Fidelity.
      - IV. The Contractor shall identify a plan to provide technical assistance to Grantees and Coalitions in the implementation of any new or different Project models/curricula.
    3. A plan to target services to individuals, families, and communities at greater Risk for Adolescent pregnancy;

- I. This plan shall include at-Risk youth in various environments to include but not necessarily be limited to:
  - i. Out-of-home residential placement settings;
  - ii. Juvenile detention facilities; and
  - iii. Alternative high schools.
4. A plan for the meaningful involvement of Participants (and/or former Participants) in Program planning and evaluation;
5. A plan for the support of pregnant or parenting Adolescents (up to 25% of funding);
6. A plan to address issues of racial and cultural inequity as it relates to social determinants of health and Disparities in Adolescent pregnancy rates (see Attachment O for Agency Cultural Equity Standards);
7. A plan for Continuous Quality Improvement (CQI) processes, to include measureable indicators to gauge progress towards goals/objectives;
8. A timeline for regular review of the plan by the Contractor, Agency, an Advisory Committee, and other relevant stakeholders; and
9. An identified process for revising the plan as needed.
- ii. The Contractor shall adhere to the plan in preparing statewide procurements for local CAPP Projects over the course of the Contract.
- iii. At least annually, the Contractor shall review and make any updated changes to the plan for the Agency's approval.

### **1.3.1.2 Administrative Support Services for the Community Adolescent Pregnancy Prevention (CAPP) Program**

The Contractor shall provide support to local CAPP Coalitions and Project service providers throughout the state as it relates to the Program. This shall include training and technical assistance, support in the establishment and expansion of local Coalitions, and providing public awareness materials and updates on state and federal legislative actions related to Adolescent pregnancy prevention. Support and technical assistance services will also include the procurement and monitoring of Program Projects, as well as providing the Agency with reports to meet federal requirements associated with the funding.

#### **1.3.1.2.1 Administrative Support Services Deliverables.**

##### **A. Establishment or Expansion of Community Coalitions.**

- a. The Contractor shall establish a working relationship with existing CAPP Coalitions and provide support and technical assistance for new Coalition development in high Risk areas (i.e., county, region, etc.) where Coalitions do not currently exist.
- b. The Contractor shall provide support and technical assistance in service collaboration and general community engagement.
  - i. The Contractor shall assist local CAPP Coalitions in working collaboratively with other existing community boards, coalitions, and service providers, including but not limited to the following programs/initiatives:
    1. Decategorization;
    2. Community Partnerships for Protecting Children (CPPC);
    3. Juvenile Court Services (JCS);
    4. Child welfare service providers;

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5. Youth serving organizations;
  6. Public health programs;
  7. Other programs and providers in the area of Adolescent pregnancy prevention;
  8. Community mental health and substance abuse service providers; and
  9. Domestic violence/sexual assault prevention and advocacy providers.
- ii. The Contractor shall encourage such collaboration through the following activities:
1. Drafting and obtaining Agency approval for a competitive RFP for Projects that encourages collaboration by aligning with a broader continuum of prevention and treatment programming. This will ensure that CAPP services do not duplicate or leave additional gaps in local services.
  2. The Contractor shall also, when requested, provide training and/or technical assistance to Coalitions and other interdisciplinary community groups (e.g., Decategorization boards, juvenile justice planning groups, child abuse prevention councils, etc.) on the different goals and objectives of the Program and how they fit within the broader service array for at-Risk youth and families.
- c. The Contractor shall provide support and technical assistance on member recruitment and retention for Coalitions. The Contractor shall implement membership requirements for Coalitions beginning with the next CAPP service procurement (SFY 2020). These membership requirements may be met through collaboration with existing interdisciplinary community coalitions or committees.
- i. The Contractor shall ensure that membership of local Coalitions include at least one representative of each of the following groups or disciplines (with full compliance requiring at least 7 of the 9 required disciplines at any given time):
1. Education – including but not limited to: school counselors, educators, school administrators, etc.
  2. Law Enforcement – including but not limited to: school resource officers, police officers, community corrections, juvenile court officers, etc.
  3. Child Welfare – including but not limited to contracted child welfare service providers, DHS Social Workers, DHS Supervisors, or DHS Administrators, etc.
  4. Health and/or Mental Health – including but not limited to medical physicians, visiting nurses, clinical therapists, public health providers/administrators, etc.
  5. Domestic Violence/Sexual Assault Advocacy Services – including but not limited to victim advocates, shelter program administrators, service providers, etc.
  6. Substance Abuse Services – including but not limited to substance abuse treatment workers, Certified Alcohol and Drug Counselors (CADC), program administrators, prevention educators.

7. Participant – including but not limited to current or former Participants of CAPP programming or parents of youth Participants.
  8. Faith Community – including but not limited to youth pastors, clergy, community outreach members, etc.
  9. Business Community – local business owners/employees or other professionals outside of the government/non-profit community.
- ii. The Contractor shall provide a summary of all Coalition memberships (for Projects funded each SFY) to the Agency at least annually.
    1. The summary must include the number/percentage of Councils with full membership and an analysis of any trends regarding challenges with representation.
    2. The Contractor shall use the summary in determining the areas of technical assistance and support needed.

**B. Program Support and Technical Assistance.**

- a. The Contractor shall provide local Coalitions with information, training and technical assistance in the following areas:
  - i. Coalition member recruitment and retention;
  - ii. Community development and collaboration;
  - iii. Grant writing and fundraising;
  - iv. General business practices (i.e., budgeting, contract management, and generally accepted accounting principles);
  - v. Program development;
  - vi. Evidence-Based/Evidence-Informed practices;
  - vii. Adolescent pregnancy trends and data;
  - viii. Cultural Competence and Disproportionate Representation;
    1. See Attachment O for the Agency's Cultural Equity Standards as they relate to Child welfare.
  - ix. Public awareness campaigns and legislative updates;
  - x. Research and evaluation;
  - xi. Program Fidelity monitoring; and
  - xii. Continuous Quality Improvement (CQI).
- b. Model specific training.
  - i. The Contractor shall have staff trained in specific Program models and curricula, with evidence of effectiveness in the prevention of Adolescent Pregnancy, when allowed by the model developer.
    1. It is understood that some model developers maintain significant control over authorized trainers and the Contractor may have to partner with model developers in order to provide training within the state for Grantees.
  - ii. For models/curricula that require training directly from the program developers, or other approved trainers, the Contractor shall collaborate with program developers and trainers to offer such training opportunities within the state at limited or no cost to Grantees.
- c. Meeting Requirements.
  - i. The Contractor shall attend an average of at least one local or regional Coalition meeting monthly (i.e., 12 different meetings each SFY). The Contractor shall attend a different Coalition meeting each month and shall report attendance in each quarterly report to the Agency along with a summary of any information or materials provided to the Coalition.

1. The Contract shall notify the Agency Contract Manager of the date, time, and location of these meetings the month prior to when they are to occur.
- ii. The Contractor shall plan and staff meetings of the Advisory Committee on at least a quarterly basis. This includes the duties of finding and securing a location, preparing a group work plan, preparing agendas, and providing minutes to members following meetings.
- iii. The Contractor shall, as requested by the Agency, attend any additional relevant meetings of Child welfare stakeholders for the purposes of achieving overall system and service array improvements as required by the Federal Child and Family Services Review (CFSR) or the state's Annual Program and Service Report (APSR). The Contractor shall report this attendance in each quarterly report to the Agency.

**C. General Contract Administration and Project RFP.**

- a. The Contractor shall ensure that at least one current member of its staff has received all Agency required training related to state contract management within the first two years of the Contract and must take an annual update course thereafter.
  - i. Current Agency Courses (which are subject to change) include, but are not necessarily limited to:
    1. Cont. 101 - Contracting Basics
    2. Cont. 110 - Service Procurement & Template Overview
    3. Cont. 120 - Contract Creator (C2) and PCQ Basics (OPTIONAL)
    4. Cont. 130 - Scope of Work Basics: Deliverables, Performance Measures, Monitoring/Review
    5. Cont. 140 - Contract Terms and Conditions
    6. Cont. 210 - RFP Development and RFP Template Overview
    7. Cont. 220 - Monitoring and Review Activities
  - ii. The Contractor shall request the Agency Contract Manager's assistance in scheduling/registering Contractor staff for these courses.
- b. The Contractor shall be responsible for identifying the existing Coalitions that may apply for Project funding prior to the issuance of a Project RFP.
  - i. Coalitions shall meet the requirements outlined in Iowa Administrative Code 441—163 and include broad-based representation from the community.
  - ii. Contractor shall identify any concerns regarding competing Coalitions in the same community and shall work with any community where there is not agreement on which group represents the CAPP Coalition. In these situations, the Contractor shall develop a Memorandum of Understanding (MOU) or other written agreement as to a community's designated Coalition and area (county/region) of coverage.
- c. The Contractor shall develop and obtain Agency approval for a competitive statewide request for proposals (RFP) using the Agency's current RFP template. The Contractor shall develop RFP sections specific to CAPP services. Sections include, but are not limited to:
  - i. Scope of work deliverables;
  - ii. Performance measures and monitoring;
  - iii. Proposal submission requirements; and
  - iv. Cost proposal and pricing requirements.
- d. The Contractor shall include in such RFP, scored criteria to include, but not necessarily be limited to:

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- i. Demonstration of the needs as they relate to Adolescent pregnancy and potential gaps in service, for each county in which services are being proposed;
- ii. Demonstration of local collaboration with other existing boards, coalitions, and service providers to avoid duplication or gaps in the broader service array;
- iii. Demonstration that Project planning and evaluation involves Participant input;
- iv. Demonstration that the proposed Project's target population and outcomes correlate with local data on Adolescent pregnancy;
  1. For example, county level limits on requests and/or weighted scoring may be based on one or more of the following:
    - a. Defined service area's population of Children 12-17;
    - b. Rate of Adolescent pregnancy for the area and/or the identified Risk index score created by the Program Evaluator;
    - c. Identified target demographic populations (e.g., a specific school with a high rate of minority youth, an alternative high school, a particular foster group care facility, etc.)
- v. Demonstration that Projects are Culturally Competent and, where appropriate, address the issue of Disparities in health outcomes for youth (see Attachment O for the Agency's Cultural Equity Standards document);
- vi. Demonstration that Projects funded rely on Evidence-Based or Evidence-Informed Practices in the area of Adolescent pregnancy prevention. See Section 2.4, Online Resources for additional resources on what constitutes Evidence-Based or Evidence-Informed programming in Adolescent pregnancy prevention.
  1. Projects proposed that do not utilize Evidence-Based or Evidence-Informed Practices or programs for the prevention of Adolescent pregnancy (or associated Risk Factors) will not be funded.
  2. Up to 20% of Projects may be considered "innovative" in design (i.e., lacking rigorous evaluation), but must still be based upon Evidence-Informed Practices in the prevention of Adolescent pregnancy.
  3. Contractor shall consider recommendations made by the Program Evaluator (Attachment M) in preparing their Program model and identifying which specific models/curricula may be used by Grantees.
- e. The Contractor shall, as directed by the Agency, assist with the dissemination of the Project RFP in compliance with all state procurement laws.
- f. The Contractor shall assure the Project RFP is fair and objective by developing and implementing a process consistent with all federal, state, and local procurement regulations, and Agency policies.
- g. The Contractor shall, as directed by the Agency, guide the process of reviewing proposals.
  - i. The Contractor shall, as directed by the Agency, assist in the initial review of each proposal to assure it meets minimum eligibility requirements as defined in the Project RFP.

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1. The Contractor shall inform the Agency of any proposals it believes do not meet these minimum requirements.
2. The Agency will have final decision-making authority on any Project proposal disqualifications.
- ii. The Contractor shall recruit, train (by using an Agency-approved curriculum), and coordinate an Agency-approved review team to score proposals and make recommendations for funding, assuring all evaluators do not have any conflicts of interest with any Project bidders.
  1. The Contractor shall assist the Agency as directed in the facilitation and note-taking processes during the evaluation.
- iii. The Contractor shall, as directed by the Agency, participate in the final recommendations made to the Agency Contract Owner on the awarding of Projects.
  1. The Contractor shall, as directed by the Agency, draft documents to summarize recommendations of the review teams.
- h. The Contractor shall cease any communication, guidance, or technical assistance with local Coalitions or CAPP providers, in relation to potential bids, once the Project RFP is in the development process. Any communications about the RFP will be made available to all potential Project bidders and only through the Agency's issuing officer.
  - i. The Contractor shall, as directed by the Agency, participate in and prepare any draft documents relative to the following:
    1. An in-person or teleconference bidders' conference open to all Coalition members (and their identified providers) applying for funds; and/or
    2. A formal written process that includes posting all questions and answers regarding the RFP. The Contractor shall draft responses to questions for approval by Agency staff before posting.
    3. Any required RFP amendments.
- i. The Contractor shall provide any and all assistance, including where necessary, testimony in relation to any request for a review of decision or appeal arising from the award of Project contracts.

**D. Ongoing Contract Management and Monitoring.**

- a. The Contractor shall draft Project Grantee contracts and facilitate execution with each Grantee that has been granted an award. Contracts shall be created using current Agency contracting documents and shall include all required components.
- b. The Contractor shall maintain a separate electronic contract file for each Grantee receiving Program funds. The Contractor shall make these files available to the Agency upon request, and the files must include, at a minimum:
  - i. Any written Contractor correspondence with the Grantee regarding the contract, contract performance, or payments;
  - ii. Documentation of Contractor monitoring via documented receipt and review of Project reports, as well as documentation of monitoring visits; and
  - iii. All approved Grantee Invoices and supporting documentation.

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1. This may be accomplished through use of the IowaGrants.gov website beginning with Projects funded in SFY 2019. In the event this change is made by the Agency, the Contractor shall ensure at least one member of its staff receives required training in the use of IowaGrants.gov.
- c. The Contractor shall require Project Grantees to keep and report the following statistical information:
    - i. Services provided (number of full implementations, number of classes/sessions/groups/hour, community outreach activities, etc.);
    - ii. Number of Participants served (adults, Adolescents, other youth serving professionals, etc.); and
    - iii. Demographic data on Participants served, to include, but not be limited to:
      1. Age and/or grade level;
      2. Gender;
      3. Race/Ethnicity;
      4. Geographic location (home zip code or county);
  - d. The Contractor shall review data gathered on at least a quarterly basis, to determine Project compliance with output measures and evaluation measures.
  - e. The Contractor shall provide conference calls and/or webinars with all Grantees on at least a quarterly basis to provide general information and updates on the Program. The Contractor shall schedule these quarterly calls in advance and the Agency Contract Manager will be invited to participate.
  - f. The Contractor shall work with Grantees having difficulties implementing a Project. The Contractor may recommend amendments to a Grantee contract assuming the revisions do not change the general scope of work.
    - i. The Contractor may also recommend to the Agency that a Program Improvement Plan (PIP) be developed for Grantees unable to meet performance measures.
    - ii. The Contractor shall, as directed by the Agency, work with Grantees to develop PIPs for Agency approval.
    - iii. The Contractor shall monitor Grantees on PIPs and make appropriate recommendations to the Agency on termination or non-renewal of Projects not making progress on agreed upon measures within the Grantee's PIP.
  - g. The Contractor shall forward all approvable claims of Project payments to the Agency as soon as possible but in no case later than 10 Business Days following receipt.
    - i. For the purposes of this section "approvable" means claims have been reviewed by the Contractor for accuracy and have been determined to align with the Grantee's approved budget and any Program restrictions on cost.
  - h. The Contractor shall, on an annual SFY basis, conduct random monitoring and review visits for a minimum of 30% of Projects. These Grantee visits shall include the following activities:
    - i. Verification of all supporting documentation of Project expenses claimed;
    - ii. Review of service delivery records, such as Participant sign-in sheets, enrollment forms, or any other documentation of service delivery (this may also include classroom observation when available);
    - iii. Review of any relevant Project evaluation results and/or data on Fidelity monitoring; and



- iv. A report to the Grantee and Agency indicating the findings of all monitoring and review visits.

**E. Continuous Quality Improvement Services.**

- a. The Contractor shall, at least annually, review the Program Evaluator's report for the Program, as well as for each Grantee.
- b. The Contractor shall use the results of the Grantee evaluations to support local Projects in Continuous Quality Improvement activities designed to improve performance.
- c. The Contractor shall use the results of the Program evaluation to make decisions on funding priorities and approved curricula in future procurements.

**F. Administrator Service Reporting Requirements.**

- a. Quarterly Reports – The Contractor shall summarize progress towards Deliverables and performance measures in a quarterly report to the Agency. Quarterly reports must include, but are not limited to, the following information:
  - i. A summary of Contractor performance measure progress;
  - ii. A matrix/list of Grantee service deliverables and outputs from the previous quarter, as well as year-to-date totals (including a percentage of the completion of proposed services YTD); and
  - iii. A summary of overall Grantee performance measure progress.
- b. Annual Service Report – The Contractor will prepare a final Annual Service Report to the Agency. The Contractor shall expand on the 4<sup>th</sup> quarter report to include a summary of the previous year's successes and challenges. The Contractor shall include a plan for any new activities and strategies in the coming SFY.

**1.3.1.3 Statewide Campaign for the Prevention of Adolescent Pregnancy**

Key duties related to the statewide campaign services include the development of a communications plan and the use of statewide media/marketing activities geared towards youth, parents, adults, mentors, and/youth serving professionals in an effort to prevent Adolescent pregnancy.

**1.3.1.3.1 Statewide Campaign Deliverables.**

**A. Development of a Statewide Communication Plan.**

- a. The Contractor shall develop a media/communications plan for Agency approval.
- b. The Contractor shall conduct market research in developing the plan and shall review similar projects that have been successful in other states.
- c. The Contractor shall consider a variety of different media/communication formats.
  - i. The Contractor shall consider traditional media and marketing methods (PSAs, handouts, etc.), as well as non-traditional media and marketing methods (social media, web-based applications, etc.).
- d. The Contractor shall include within the plan activities for outreach specific to National Adolescent Pregnancy Prevention Month during the month of May.

**B. Implementation of a Statewide Communication Plan.**

- a. The Contractor shall implement the statewide media/communication plan, which may include, but not necessarily be limited to:
  - i. Development and use of Public Service Announcements (PSAs) targeted to teens, parents, or youth-serving professionals;
  - ii. Development of training/messaging to provide at the local level for youth serving organizations, professionals, and community members.

- iii. Development and distribution of resource materials for teens, parents, youth-serving professionals, etc.; and
  - iv. Maintenance of a website as a place to distribute materials and resources. This website can include a special page on the Contractor's organizational website or a separate site altogether.
- b. All developed media and marketing messages, materials, property, strategies and methods must be approved by the Agency prior to implementation and distribution.

**C. Evaluation of a Statewide Communication Plan.**

- a. The Contractor shall gather data regarding the media and marketing campaign, including but not limited to:
  - 1. Number of visitors to website and/or social media pages;
  - 2. Types and numbers of resource materials distributed;
  - 3. Reach of Public Service Announcements (PSAs); and
  - 4. Any other data significant to measuring the effectiveness of the campaign.
- b. Data gathered under activities for this campaign shall not include any personally identifiable information (PII) or private health information (PHI).

**1.4 Performance Measures.**

**1.4.1 Comprehensive Statewide Assessment and Strategic Plan Performance Measures**

**PM 1** – The Contractor shall submit the comprehensive statewide Needs Assessment to the Agency no later September 4, 2018.

**PM 2** – The Contractor shall make any Agency requested changes to the assessment and submit a final assessment by October 1, 2018.

**PM 3** – The Contractor shall develop a strategic plan and submit for Agency approval no later than November 15, 2018.

**PM 4** – The Contractor shall make any Agency requested changes to the strategic plan and submit a final plan by December 14, 2018.

**1.4.2 Administrative Support Services Performance Measures.**

**PM 1** – The Contractor shall assure a minimum of 75% of all Coalitions are meeting membership requirements in State Fiscal Year (SFY) 2020 at the compliance rate identified (7 of 9 required members).

**PM 2** – The Contractor shall assure that, in each subsequent year of the Contract, Council membership compliance rates shall increase 5% from the previous Fiscal Year until reaching the desired 90% compliance rate (i.e., 90% of Coalitions have at least 7 of 9 required members).

**PM 3\*** – 100% of required administrative and financial reports and other documents shall be submitted to the Agency by the specified due date. Specific reports must be in a format approved by the Agency and must include all components outlined in the Scope of Work.

- **Quarterly Service Reports** – Reports shall be provided by the following dates:
  - 1<sup>st</sup> Quarter—July 1 thru September 30                      Due: October 31
  - 2<sup>nd</sup> Quarter—October 1 thru December 31                      Due: January 31
  - 3<sup>rd</sup> Quarter—January 1 thru March 31                      Due: April 30
  - 4<sup>th</sup> Quarter—April 1 thru June 30                      Due: July 31
- **Identified Coalition/Council List** – The Contractor shall provide a list to the Agency of all identified CAPP Coalitions and their coverage area (i.e., counties) by November 1, 2018. This includes currently funded Coalitions, as well as ones not currently funded, but who may intend to apply for SFY 2020.

- **Project RFP** – The Contractor shall provide a draft RFP for Projects for SFY 2020 to the Agency Contract Manager no later than November 15, 2018 and a final version by December 15, 2018.
- **Annual Service Report** – The annual service report is due within 60 days of the end of each SFY (August 31<sup>st</sup> of each year).

**\*Holidays/Non-Business Days** – In the event a due date falls on holiday or non-Business Day, the report will be due the next Business Day.

**PM 4** – The Contractor shall randomly select a minimum of 30% of all funded Projects to be reviewed through formal monitoring visits each SFY (in-person or via submission of materials to the Contractor via mail, email, or fax). Reports will be submitted to the Agency within 90 days of the completion of the review.

#### **1.4.3 Statewide Communication Plan Performance Measures.**

**PM 1** – The Contractor shall provide a draft Media/Communication Plan to the Agency for approval within the first 6 months of the Contract (December 31, 2018).

**PM 2** – The Contractor shall make any required edits to the Media/Communication Plan based on Agency and Advisory Committee or other stakeholder input and propose a Final Plan by January 31, 2019.

**PM 3** – The Contractor shall report on the outputs/outcomes gathered to evaluate the effort each year in the Annual Service Report to the Agency (due Aug. 31<sup>st</sup> of each year).

### **1.5 Contract Payment Methodology.**

#### **1.5.1 Contractor Payments.**

Contractor shall invoice the Agency monthly for reimbursement of the costs associated with meeting the Deliverables of the Contract. This reimbursement shall be in accordance with the Cost Proposal and Budget Narrative submitted by the Contractor (see Attachment J). Each subsequent SFY the Contractor shall resubmit a line item budget to the Agency Program Manager for approval at least 90 days prior to the beginning of the SFY, to be considered with the Contractor's annual renewal amendment.

The Contractor shall inform the 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 amongst 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.

#### **1.5.2 Cost Restrictions.**

Contractor shall not exceed 15% of the SFY Total for all Indirect Costs combined (please see definitions section for what constitutes "Indirect Costs"). This is a requirement under TANF. Because this Contract is funded 100% through Federal TANF Block Grant, the Contractor is required by law to comply with the Code of Federal Regulations as a Subrecipient of these funds. Information on Allowable Costs, Cost Principles, Cost Allocation, and other relevant items can be located here: <https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75>

#### **1.5.3 Contractor Payment for Performance.**

The base contract maximum will be limited to \$274,510 in SFY 2019. In the event that the Contractor meets all required performance measures in the 1<sup>st</sup>, 2<sup>nd</sup>, and/or 3<sup>rd</sup> quarter of SFY 2019, as solely determined by the Agency, the Contractor will be allocated an additional \$5,000 to be utilized in the following SFY quarter (i.e., an additional allowance in the 2<sup>nd</sup>, 3<sup>rd</sup>, and/or 4<sup>th</sup> quarters), for a maximum yearly contract value of \$289,510. The additional allowance may be used

## Community Adolescent Pregnancy Prevention (CAPP) Administrative Services

for any Agency-approved line item expenses (i.e., to provide salary increases, additional staff development, etc.) as long as the expenses align with all federal regulations and do not result in exceeding the 15% limit on Indirect Costs.

For subsequent years, SFY 2020-2024 the maximum base award shall not exceed \$269,510 per SFY, with up to \$20,000 in incentive allowances, i.e., when 4<sup>th</sup> quarter performance measures are met, as solely determined by the Agency, the Contractor will be allocated the incentive amount to be used in the 1<sup>st</sup> quarter of the following SFY, assuming the Contract is renewed. See the highlighted column for the maximum Base Amount to be used in the Cost Proposal submitted in response to this RFP.

#### 1.5.4 Incentive Payments.

Incentive payments will be the same (a maximum of \$5,000 per quarter), regardless of the Base Amount in the Contract. Use of the funds must meet any pricing restrictions set forth in the Contract. For example, incentives cannot be used to exceed the limits on Indirect expenses.

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

SFY	Base Amount Maximum	Incentive Maximum*	Total Maximum
2018	274,510	15,000	289,510
2019	269,510	20,000	289,510
2020	269,510	20,000	289,510
2021	269,510	20,000	289,510
2022	269,510	20,000	289,510
2023	269,510	20,000	289,510
Full-term Max	1,622,060	115,000	1,737,060

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

## Section 2 Basic Information About the RFP Process

### **2.1 Issuing Officer.**

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

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.**

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

#### **Adolescent Pregnancy Prevention Information and Resources**

Advocates for Youth

[www.advocatesforyouth.org](http://www.advocatesforyouth.org)

Centers for Disease Control and Prevention

<https://www.cdc.gov/teenpregnancy/index.htm>

Family & Youth Services Bureau, US Department of Health & Human Services

<https://teenpregnancy.acf.hhs.gov/>

Guttmacher Institute

<https://www.guttmacher.org/united-states/teens/teen-pregnancy>

Media Campaign Example (United Way of the Greater Milwaukee)

<https://www.unitedwaygmwc.org/Teen-Pregnancy-Prevention-Campaigns>

The National Campaign to Prevent Teen and Unplanned Pregnancy

<http://thenationalcampaign.org/>

National Conference of State Legislatures, Teen Pregnancy Prevention

<http://www.ncsl.org/research/health/teen-pregnancy-prevention.aspx>

Office on Adolescent Health, US Department of Health & Human Services

<https://www.hhs.gov/ash/oah/>

Teen Pregnancy Prevention Evidence Review, US Department of Health & Human Services

<https://tppevidencereview.aspe.hhs.gov/>

Teen Pregnancy Prevention Month Resources

<https://www.hhs.gov/ash/oah/news/teen-pregnancy-prevention-month/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, for both hardcopy and CD-ROM(s) or USB flash drives, in accordance with the Bid Proposal Formatting Section. The amendment must also be submitted on a CD-ROM or USB flash drives. It is a mandatory requirement that the Issuing Officer shall receive any amendments by the deadline for submitting Bid Proposals. However, if the RFP is amended after receipt of proposals, any bid amendment must be received by the deadline set by the Agency.

**2.10 Withdrawal of Bid Proposal.**

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

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

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

**2.12 Rejection of Bid Proposals.**

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

**2.13 Review of Bid Proposals.**

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

**2.13.1 Mandatory Requirements.**

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

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

**2.13.2 Reasons Proposals May be Disqualified.**

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

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

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

**2.14 Bid Proposal Clarification Process.**

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

**2.15 Verification of Bid Proposal Contents.**

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

**2.16 Reference Checks.**

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

**2.17 Information from Other Sources.**

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

**2.18 Criminal History and Background Investigation.**

The Agency reserves the right to conduct criminal history and other background investigations of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for



the performance of the resulting contract. The Agency reserves the right to conduct criminal history and other background investigations of the Bidder's staff and subcontractors providing services under the resulting contract.

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

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

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

Original information submitted by a Bidder may be treated as public information by the Agency following the conclusion of the selection process unless the Bidder properly requests that information be treated as confidential at the time of submitting the Bid Proposal. See the Bid Proposal Formatting Section for the proper method for making such requests. The Agency's release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Bid Proposal. The Agency will copy public records as required to comply with public records laws.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Bureau Chief  
c/o Bureau of Service Contract Support  
Department of Human Services  
Hoover State Office Building, 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 (one side only). Charts or graphs may be provided on legal-sized paper.
<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 Bid Proposal is limited to 200 pages. Financial information, resumes, and RFP Forms will not count toward the page limit.
<b>Pagination</b>	All pages are to be sequentially numbered from beginning to end (do not number Proposal sections independently of each other).
<b>Bid Proposal General Composition</b>	<ul style="list-style-type: none"> <li>• Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal.</li> <li>• Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc.</li> <li>• Bid Proposals must be bound and use tabs to label sections.</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 envelope must be numbered to correspond with the number of copies of Proposals.</li> <li>• The Technical and Cost Proposals must be packaged separately with each copy in its own envelope.</li> </ul>
<b>Number of Hard Copies</b>	Submit one (1) original hard copy of the Proposal and 5 identical copies of the original. The original hard copy must contain original signatures.
<b>CD-ROM/USB Flash Drive</b>	<ul style="list-style-type: none"> <li>• The Technical Proposal and Cost Proposal must be provided on separate CD(s) or USB flash drives. The CD-ROM or USB flash drives must be placed in the envelope with the original Bid Proposal.</li> <li>• The Technical Proposal must be saved in less than five files. The CD(s) or USB flash drives must be compatible with Microsoft Office 2007 (or later) software. Proposals shall be provided in Microsoft Word format. An additional Proposal copy may be submitted in PDF format. Files shall not be password protected or saved with restrictions that prevent copying, saving, highlighting, or reprinting of the contents.</li> </ul>
<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</li> </ul>

Subject	Specifications
	<p>Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law.</p> <ul style="list-style-type: none"> <li>The Bidder shall submit a CD-ROM or USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This CD-ROM or USB flash drive shall be clearly marked as a “public copy”.</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 Technical Proposal. Bid Proposals should be organized into sections **in the same order provided here** using tabs to separate each section.

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

##### **Transmittal Letter.**

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

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

The Bid Proposal must contain a table of contents.

#### **3.2.3 Information to Include Behind Tab 3: RFP Forms.**

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

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

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

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

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

##### **Note:**

- Responses to Deliverables shall be in the same sequence as presented in the RFP.
- Bid Proposals shall identify any deviations from the specifications the Bidder cannot satisfy.

- Bid Proposals shall not contain promotional or display materials unless specifically required.
- If a Bidder proposes more than one method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

#### **3.2.4.1 Information Bidders Must Submit That is Specific to This RFP.**

- **Comprehensive Needs Assessment and Strategic Plan – Work Plan**
  - Bidder must include, in this section, a draft work plan specific to the completion of the Needs Assessment and Strategic Plan. The draft plan must include, but is not necessarily limited to:
    - A timeline of activities for the Needs Assessment and Strategic Plan;
    - Specific activities to complete and who will be responsible for each;
    - Specific data needs from the Agency and other state agencies and/or stakeholders; and
    - Target dates for completion of all activities to meet identified performance measures.
- **Potential Conflict of Interest Disclosure and Transition Plan**
  - Bidder must provide a statement indicating whether they have any ownership, control, or affiliation with any current CAPP Project Grantees (including sub-grantees). See Attachment K for the list of current Project Grantees.
  - If the Bidder indicates they are a current Project Grantee (or subcontractor), they must include a transition plan to reassign any Project funds to other organizations in SFY 2019. The plan shall indicate how the Bidder would ensure there is no gap in local services as a result.

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

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

##### **3.2.5.1 Experience.**

The Bidder shall provide the following information regarding the organization's experience:

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

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

For each similar service, provide a matrix detailing:

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

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

**3.2.5.1.4** Letters of reference from three (3) of the Bidder's previous clients knowledgeable of the Bidder's performance in providing services similar to those sought in this RFP, including a contact person, telephone number, and electronic mail address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. Persons who are currently employed by the Agency are not eligible to be references.

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

### **3.2.5.2 Personnel.**

The Bidder shall provide the following information regarding personnel:

#### **3.2.5.2.1 Tables of Organization.**

Illustrate the lines of authority in two tables:

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

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

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

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

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

### **3.2.5.3 Reserved. (Financial Statements)**

### **3.3 Cost Proposal.**

#### **Pricing Restrictions.**

**Contract Budget.**

The Agency is limiting the funding that is available for these services. Cost proposals may not exceed \$1,737,060 [DOLLARS] for the entire term of the contract, including incentive payments (if earned) for all contract extension years. In SFY 2019 the base cost proposal may not exceed \$274,510. In SFY 2020-2024 the base may not exceed \$269,510. The Contractor shall not exceed 15% of the SFY Total for all Indirect Costs combined.

**The Contractor shall not include the incentive allowance in the base cost proposal. Submission of a Cost Proposal that exceeds the Base Amount for any single SFY may result in disqualification.**

**Content and Format.**

The Bidder shall complete the cost proposal from provided in Attachment J (including all three tabs). An example of a completed cost proposal follows:



**Example Cost Proposal**

<b>Attachment J: CAPP Administrative Services Cost Proposal</b>						
<i>{Instructions: Fill out one purposed budget for the Base Amount ONLY, not to exceed \$274,510 for SFY 2019 and/or \$269,510 for SFY 2020-2024. Do not include any anticipated incentive payments. Exceeding the Base Amount limit for any SFY may result in disqualification}</i>						
<b>Full-term Cost Proposal for Base Award Amount</b>						
	<b>SFY 2019</b>	<b>SFY 2020</b>	<b>SFY 2021</b>	<b>SFY 2022</b>	<b>SFY 2023</b>	<b>SFY 2024</b>
	7/1/18 -6/30/19	7/1/19 -6/30/20	7/1/20 -6/30/21	7/1/21 -6/30/22	7/1/22 -6/30/23	7/1/23 -6/30/24
Base Contract maximum for each potential SFY (2019-2024)	\$ 266,500.00	\$ 265,000.00	\$ 266,000.00	\$ 267,000.00	\$ 268,000.00	\$ 269,000.00
<b>Base Total SFY 19-24*</b>	<b>\$ 1,601,500.00</b>					
<i>*Amount used for cost proposal scoring</i>						

<b>Attachment J: CAPP Administration SFY 2019 Line Item Budget</b>					
<b>CAPP Admin Request SFY 19:</b>	<b>\$266,500.00</b>				
<b>Total Budget SFY 19 (including all sources):</b>	<b>\$392,000.00</b>				
<p>{Instructions: Funding for this Contract is 100% Federal TANF Block Grant funding and subject to Code of Federal Regulations at Title 45, Subtitle A, Subchapter A, Part 75. Subrecipients must allocate costs equitable to federal sources and are, therefore, asked to include all Bidder "Indirect Costs" (including shared expenses). Indicate the full salary and benefits of ALL employees to be funded under this Contract (in full or part). In addition, indicate the percentage of time anticipated on this Scope of Work for each employee and the amount and source of other funding (other funding sources shall be identified in narrative section provided). In addition, for any other shared expenses, indicate the full amount, including the amount charged to this Contract and the amount paid for through other funding sources.}</p>					
<b>SFY 2019 Cost Proposal</b>					
<b>SFY 2019 INDIRECT EXPENSES (Restricted to 15% of Base Contract Amount)</b>					
DESCRIPTION OF BUDGET LINE ITEM EXPENDITURES	FUNDING SOURCES TO BE USED				
	CAPP Admin Contract	Other Funding Sources	Estimated Value of Donations	Volunteer Hours (#hrs x \$20.93)	Total
<b>Administration (Director, accounting, etc.)</b>					
Independent audit/tax filing	\$ 2,000.00	\$ 1,000.00			\$ 3,000.00
Bookkeeping	\$ 3,500.00	\$ 1,500.00			\$ 5,000.00
Executive Director Salary/Benefits (.25 non-program specific duties)	\$ 15,000.00	\$ 5,000.00			\$ 20,000.00
					\$ -
					\$ -
<b>Facilities (Rent, utilities, general use equipment)</b>					
Rent (utilities included)	\$ 15,000.00	\$ 10,000.00	\$ 5,000.00		\$ 30,000.00
Insurance	\$ 3,000.00	\$ 1,000.00			\$ 4,000.00
					\$ -
					\$ -
					\$ -
<b>Total Indirect:</b>	<b>38,500.00</b>	<b>18,500.00</b>	<b>5,000.00</b>	<b>-</b>	<b>62,000.00</b>
<b>Percentage of Total SFY 19 Budget (Not to exceed 15%)</b>	<b>14.45%</b>				
<b>% Indirect for Cost Allocation</b>	<b>68%</b>	<b>32%</b>			

<b>SFY 2019 DIRECT EXPENSES</b>					
DESCRIPTION OF BUDGET LINE ITEM EXPENDITURES	FUNDING SOURCES TO BE USED				
	CAPP Admin Contract	Other Funding Sources	Estimated Value of Donations	Volunteer Hours (#hrs x \$20.93)	Total
<b>Salaries/Benefits (Include position and percentage of time)</b>					
Executive Director (1.0 FTE, 50% direct CAPP duties, 25% other, 25% Indirect)*	\$ 40,000.00	\$ 20,000.00			\$ 60,000.00
Program Director (1.0 FTE, 100% CAPP)*	\$ 75,000.00	\$ -			\$ 75,000.00
Program Assistant (1.0 FTE, 50% CAPP)*	\$ 25,000.00	\$ 25,000.00			\$ 50,000.00
Communications/Training Coordinator (1.0 FTE, 50% CAPP)*	\$ 30,000.00	\$ 30,000.00			\$ 60,000.00
					\$ -
					\$ -
					\$ -
					\$ -
*Amounts all include benefits estimated at 25% of salary					\$ -
<b>In-state Travel/Mileage (Per state of Iowa rates)</b>					
Travel - In State (for monitoring/onsite reviews)	\$ 5,000.00	\$ 3,000.00			\$ 8,000.00
					\$ -
					\$ -
					\$ -
<b>Training/Professional Dev (Include registration and travel)</b>					
Professional Development (staff training/travel)	\$ 5,000.00	\$ 5,000.00			\$ 10,000.00
					\$ -
					\$ -
					\$ -
<b>Equipment/Supplies</b>					
Supplies	\$ 3,000.00	\$ 2,000.00			\$ 5,000.00
Equipment rental & repair	\$ 4,000.00	\$ 3,000.00			\$ 7,000.00
Postage	\$ 1,000.00	\$ 1,000.00			\$ 2,000.00
Phone, Internet, Website	\$ 2,000.00	\$ 1,000.00			\$ 3,000.00
Resource Materials	\$ 3,000.00	\$ 2,000.00			\$ 5,000.00
					\$ -
					\$ -
					\$ -

<b>SFY 2019 DIRECT EXPENSES (cont.)</b>					
<b>DESCRIPTION OF BUDGET LINE ITEM EXPENDITURES</b>	<b>FUNDING SOURCES TO BE USED</b>				
	<b>CAPP Admin Contract</b>	<b>Other Funding Sources</b>	<b>Estimated Value of Donations</b>	<b>Volunteer Hours (#hrs x \$20.93)</b>	<b>Total</b>
<b><i>Contracted/Outside Services (NOT Indirect)</i></b>					
Media/Communications Plan	\$ 15,000.00	\$ -			\$ 15,000.00
Trainers (for model specific training)	\$ 10,000.00	\$ 5,000.00			\$ 15,000.00
Annual Conference (Space, meals, etc.)	\$ 10,000.00	\$ 5,000.00			\$ 15,000.00
					\$ -
<b>Total Direct:</b>	<b>228,000.00</b>	<b>102,000.00</b>	<b>-</b>	<b>-</b>	<b>330,000.00</b>
<b>% Direct for Cost Allocation</b>	<b>69%</b>	<b>31%</b>	<b>0%</b>		
<b>Total Budget (Shall match max for SFY 2018 above):</b>	<b>266,500.00</b>	<b>120,500.00</b>	<b>5,000.00</b>	<b>-</b>	<b>392,000.00</b>
<b>% Total for Cost Allocation</b>	<b>68%</b>	<b>31%</b>	<b>1%</b>		

**Attachment J: CAPP Administration SFY 2019 Line Item Budget Narrative**

*{Instructions: Respond to each question in the box provided and include with the overall 6 year Cost Proposal and the SFY 2019 Line Item Budget. Do not delete questions in your submission.}*

**RESPONSE IS LIMITED TO FOUR PAGES OF NARRATIVE (including questions)**

**1) General Financial Management:**

*{Discuss your organization's process for budget approval and describe any accountability measures in place to assure fiscally sound business practices (i.e., federal audits conducted, use of an independent CPA, etc.)}*

[Enter text here]

**2) Federal Funds Management:**

*{Describe your understanding of the requirements involved with being a TANF Block Grant Subrecipient as it relates to the specific requirements. For example, how will your organization adhere to Cost Principles identified in the Code of Federal Regulations (Title 45, Subtitle A, Subchapter A, Part 75) and how did you organization determine Indirect Costs as outlined in your proposed SFY 2019 budget?}*

[Enter text here]

**3) Organizational Sustainability:**

*{Discuss the overall operational budget of your organization and the percentage of funding you anticipate this project to be for your organization for SFY 2019. Indicate any other funding, including the source (i.e., Federal, State, or Private) that your organization receives to perform similar work)}*

[Enter text here]

**4) Line Item Budget Narrative:**

*{Please use this section to describe any specific line items from you SFY 2019 proposed budget you feel need additional information or context.}*

[Enter text here]

## Section 4 Evaluation Of Bid Proposals

### 4.1 Introduction.

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

### 4.2 Evaluation Committee.

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

### 4.3 Proposal Scoring and Evaluation Criteria.

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

#### Scoring Guide.

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

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

#### Technical Proposal Components.

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

<u>Technical Proposal Components</u> <u>(location in Proposal or Scope of Work)</u>	<u>Weight</u>	<u>Points Possible</u>	<u>Potential Maximum Points</u>
<b><u>Bidder's Approach to Meeting Deliverables (Tab 4)</u></b>			
Comprehensive Statewide Needs Assessment (1.3.1.1.1, Subsection A)	<b>8</b>	<b>4</b>	<b>32</b>
Statewide Strategic Plan for the Prevention of Adolescent Pregnancy (1.3.1.1.1, Subsection B)	<b>8</b>	<b>4</b>	<b>32</b>
Establishment or expansion of Community Coalitions (1.3.1.2.1, Subsection A)	<b>4</b>	<b>4</b>	<b>16</b>
Program Support and Technical Assistance (1.3.1.2.1, Subsection B)	<b>3</b>	<b>4</b>	<b>12</b>
General Contract Administration and Project RFP (1.3.1.2.1, Subsection C)	<b>6</b>	<b>4</b>	<b>24</b>
Ongoing Contract Management and Monitoring (1.3.1.2.1, Subsection D)	<b>5</b>	<b>4</b>	<b>20</b>
Continuous Quality Improvement Services (1.3.1.2.1, Subsection E)	<b>3</b>	<b>4</b>	<b>12</b>
Administrator Service Reporting Requirements (1.3.1.2.1, Subsection F)	<b>2</b>	<b>4</b>	<b>8</b>
Development of a Statewide Media/Communication Plan (1.3.1.3.1, Subsection A)	<b>5</b>	<b>4</b>	<b>20</b>
Implementation of a Statewide Communication Plan. (1.3.1.3.1, Subsection B)	<b>4</b>	<b>4</b>	<b>16</b>
Evaluation of a Statewide Communication Plan (1.3.1.3.1, Subsection C)	<b>3</b>	<b>4</b>	<b>12</b>
Additional Information (3.2.4.1): Comprehensive Needs Assessment and Strategic Plan – Work Plan Conflict of Interest Disclosure/Transition Plan (if applicable)	<b>8</b>	<b>4</b>	<b>32</b>
<b><u>Bidder's Background (Tab 5)</u></b>			
Bidder's Experience (3.2.5.1)	<b>7</b>	<b>4</b>	<b>28</b>
Personnel (3.2.5.2)	<b>4</b>	<b>4</b>	<b>16</b>
<b><u>Total Points Possible for Technical Proposal (67%)</u></b>			<b>280</b>
<b><u>Cost Proposal</u></b>			
Weighted Ratio	<b>NA</b>	<b>100</b>	<b>100</b>
Line Item Budget Narrative	<b>10</b>	<b>4</b>	<b>40</b>
<b><u>Total Points Possible for Cost Proposal (33%)</u></b>			<b>140</b>
<b><u>TOTAL POINTS</u></b>			<b>420</b>

**Scoring of Cost Proposal Pricing.**

Cost Proposal pricing will be scored in two components.

**Component One – Cost Ratio**

This score is based on a ratio of the lowest Cost Proposal (Tab 1 of the Cost Proposal Form, Attachment J) versus the cost of each higher priced Bid Proposal. Under this formula, the lowest Cost Proposal receives all of the points assigned to pricing. A Cost Proposal twice as expensive as the lowest Cost Proposal would earn half of the available points. The formula is:

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

Example:

Bid #1: \$1,400,000 | Bid #2: \$1,600,000 | Cost Points Available: 100

Score for Proposal #1 =  $(\$1,400,000/\$1,400,000) * 100 = 100$

Score for Proposal #2 =  $(\$1,400,000/\$1,600,000) * 100 = 87.5$

### **Component Two – Line Item Budget Narrative**

The second component of the cost proposal will be weighted and based on a 0-4 scale. The score will be determined using the same scoring guide as the technical components (see Section 4.3). This component will only be scored after the technical proposal scoring is complete. The score will come from the evaluation committee based upon the Bidders line item budget (Tab 2 of the Cost Proposal Form, Attachment J) and responses to the narrative section of their budget (Tab 3 of the Cost Proposal Form, Attachment J), that asks the Bidder to provide additional detail regarding their full Line Item Budget.

**Total Points Assigned to Pricing: 140.**

**Total Points Possible for Technical and Cost Proposals: 420**

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

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



**Attachment A: Release of Information**

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

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

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

\_\_\_\_\_  
Printed Name of Bidder Organization

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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

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

Primary Contact Information (individual who can address issues re: this Bid Proposal)	
Name:	
Address:	
Tel:	
Fax:	
E-mail:	

Primary Bidder Detail	
Business Legal Name (“Bidder”):	
“Doing Business As” names, assumed names, or other operating names:	
Parent Corporation Name and Address of Headquarters, if any:	
Form of Business Entity (i.e., corp., partnership, LLC, etc.):	
State of Incorporation/organization:	
Primary Address:	
Tel:	
Local Address (if any):	
Addresses of Major Offices and other facilities that may contribute to performance under this RFP/Contract:	
Number of Employees:	
Number of Years in Business:	
Primary Focus of Business:	
Federal Tax ID:	
DUNS #:	
Bidder’s Accounting Firm:	
If Bidder is currently registered to do business in Iowa, provide the Date of Registration:	
Do you plan on using subcontractors if awarded this Contract? {If “YES,” submit a Subcontractor Disclosure Form for each proposed subcontractor.}	
	(YES/NO)

Request for Confidential Treatment (See Section 3.1)		
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;
- 1.4 No cost or pricing information has been included in the Bidder’s Technical Proposal; and,
- 1.5 The person signing this Bid Proposal certifies that he/she is the person in the Bidder’s organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.

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

- 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 Tab 3 of the Bid Proposal. Fully complete a form for each proposed subcontractor. If a section does not apply, label it “not applicable.” If the Bidder does not intend to use subcontractor(s), this form does not need to be returned.)*

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

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

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

<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 (see RFP Section "Current Community Adolescent Pregnancy Prevention (CAPP) Grantees or Sub-Grantees" and Section 3.2.4.1 for further information); and
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 Tab 3 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**

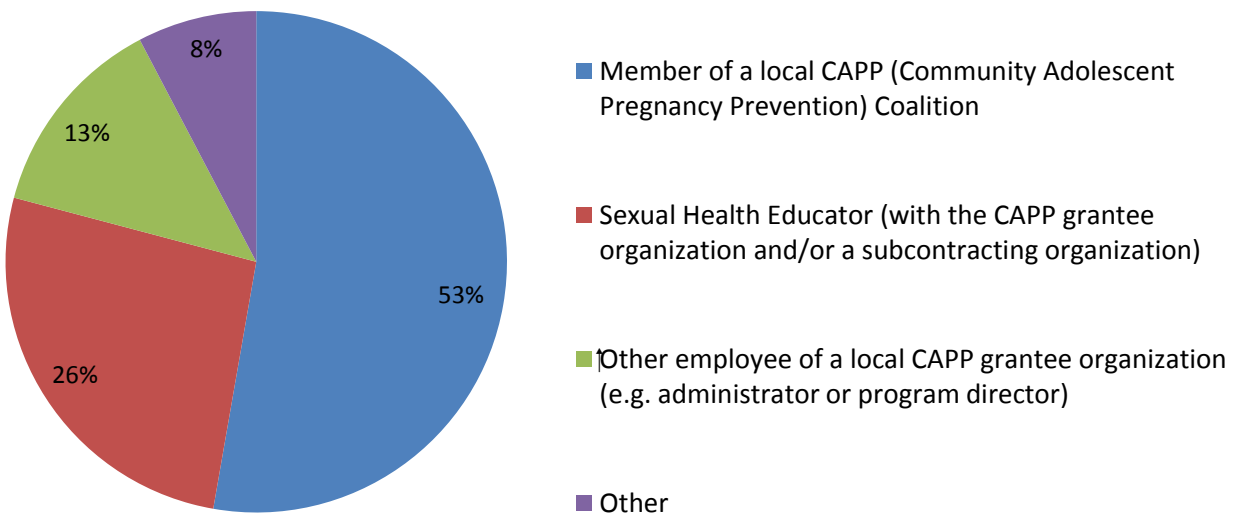
**Attachment F: CAPP Administration Survey Results**

**Background**

In preparation for this RFP, the Agency conducted an open request for feedback from current CAPP Coalition members and service providers. The survey was open from Sept. 11, 2017 thru Sept. 28, 2017 and resulted in 71 unique responses from across the state. The following tables highlight the results of the quantitative data collected. For purposes of anonymity, individual qualitative comments were not included.

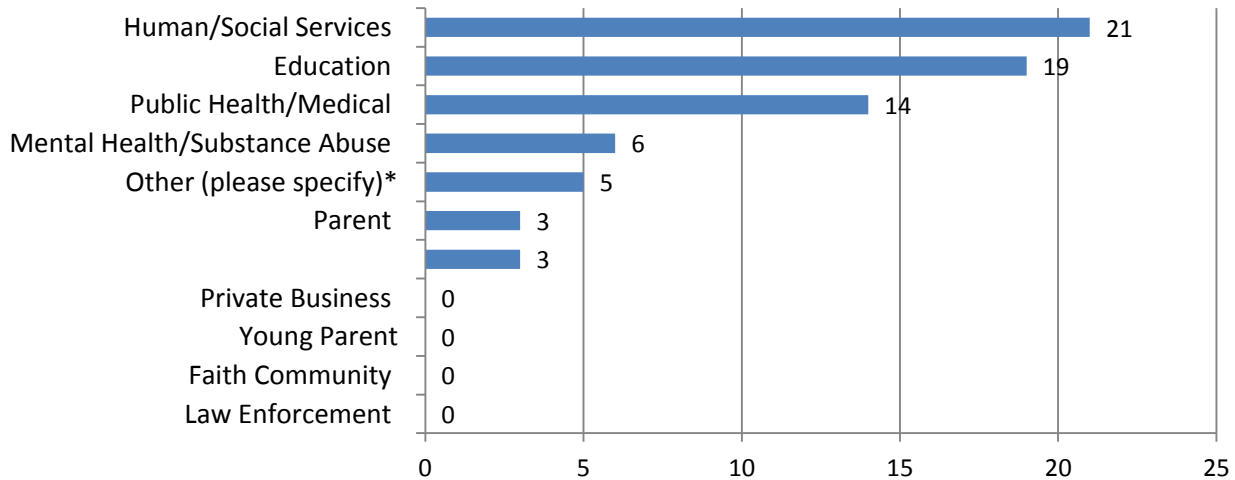
**Question 1:** Which of the following describes your role with the Community Adolescent Pregnancy Prevention (CAPP) program? (Check ALL that apply)

**Role with CAPP (n=71)**



**Question 2:** CAPP Coalitions are to include broad-based representation from the local community. Please indicate which discipline best represents the area of expertise you bring to your Coalition.

### Area of Expertise (n=71)



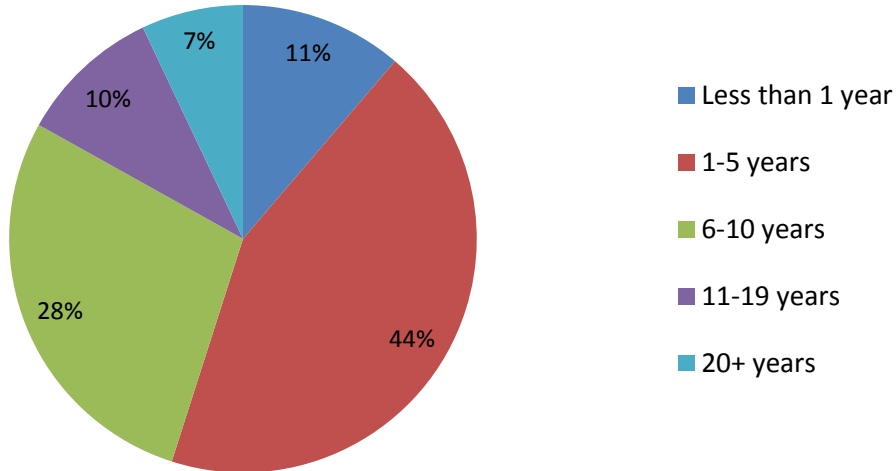
\*Other responses included: CAPP Educator, CAPP Grant Coordinator/Sexual Health Coordinator (Youth Serving Organization), Community Recreation (Government), Optimist Club Treasurer/Retired Family Support Worker, Sexual Abuse Prevention

**Options and Examples Included:**

- Human/Social Services (e.g., social worker, child welfare/juvenile justice, family support, etc.)
- Education (e.g., early learning, K-12, post-secondary, etc.)
- Public Health/Medical (e.g., nurse, physician, physician's assistant, etc.)
- Mental Health/Substance Abuse (e.g., therapist, psychiatrist, certified alcohol/drug counselor, etc.)
- Other (please specify)
- Domestic Violence/Sexual Assault (e.g., victim advocacy, prevention, shelter, etc.)
- Parent (e.g., parent with a child currently/previously participating in CAPP programming)
- Law Enforcement (e.g., municipal police department, sheriff, county attorney, adult corrections, etc.)
- Private Business (e.g., small business owner, corporate partner, professional in unrelated field, etc.)
- Faith Community (e.g., pastor, clergy, community outreach, etc.)
- Young Parent (e.g., parent who received teen parent support from CAPP program)

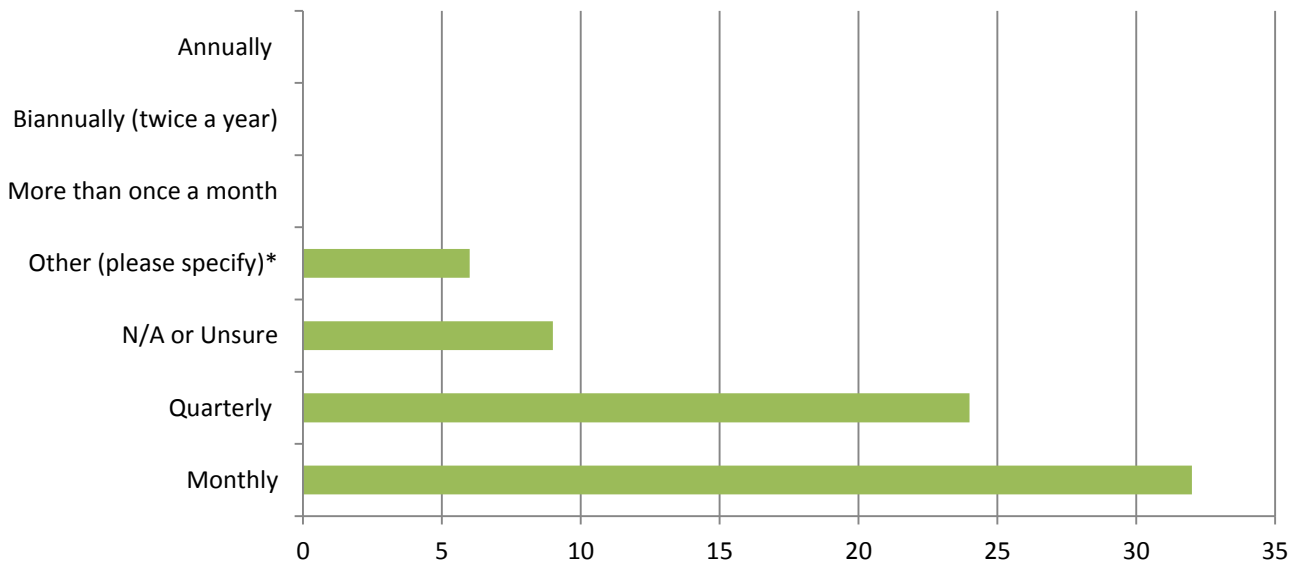
**Question 3:** How long have you been involved with your local CAPP Coalition?

### Length of Involvement with CAPP (n=71)



**Question 4:** How often does your local CAPP Coalition meet?

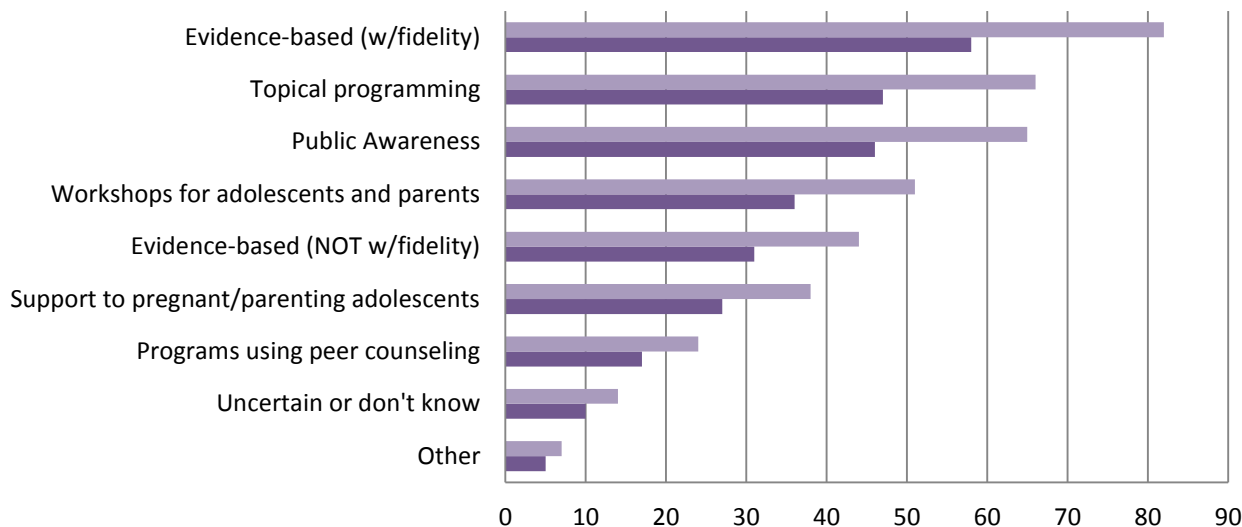
### Coalition Meetings (n=71)



\*Most other responses were “bimonthly” (3). Other responses included monthly during the school year (1), “at least quarterly” (1), and bimonthly during the school year (1).

**Question 5:** Which types of programming are currently funded through the CAPP program in your community? (Check ALL that apply)

### Type of Programming (n=71)



	Other	Uncertain or don't know	Programs using peer counseling	Support to pregnant/parenting adolescents	Evidence-based (NOT w/fidelity)	Workshops for adolescents and parents	Public Awareness	Topical programming	Evidence-based (w/fidelity)
■ %	7	14	24	38	44	51	65	66	82
■ #	5	10	17	27	31	36	46	47	58

**Options and Examples Included:**

- Evidence-based curricula (demonstrated effective) for the prevention of adolescent pregnancy (implemented with fidelity)
- Topical programming related to risk (i.e., drug/alcohol use, healthy relationships, sexually transmitted infections, etc.)
- Public awareness (i.e., development/distribution of informational materials)
- Workshops or informational programs for adolescents and their parents to improve parent/youth communication
- Evidence-based curricula (NOT implemented with fidelity) AND/OR evidence-informed curricula (i.e. science/research based, promising practices, etc.) for the prevention of adolescent pregnancy
- Support services to pregnant and parenting adolescents
- Programs using peer counseling or peer education techniques for the prevention of adolescent pregnancy
- Uncertain or don't know
- Other (please specify)



**Question 7:** Risk factors for adolescent pregnancy are varied and may include individual, peer, family, and community risk factors. In your opinion, which are the greatest risk factors contributing to adolescent pregnancy in your community? You may select up to FIVE risk factors that you feel are the most relevant for your community.

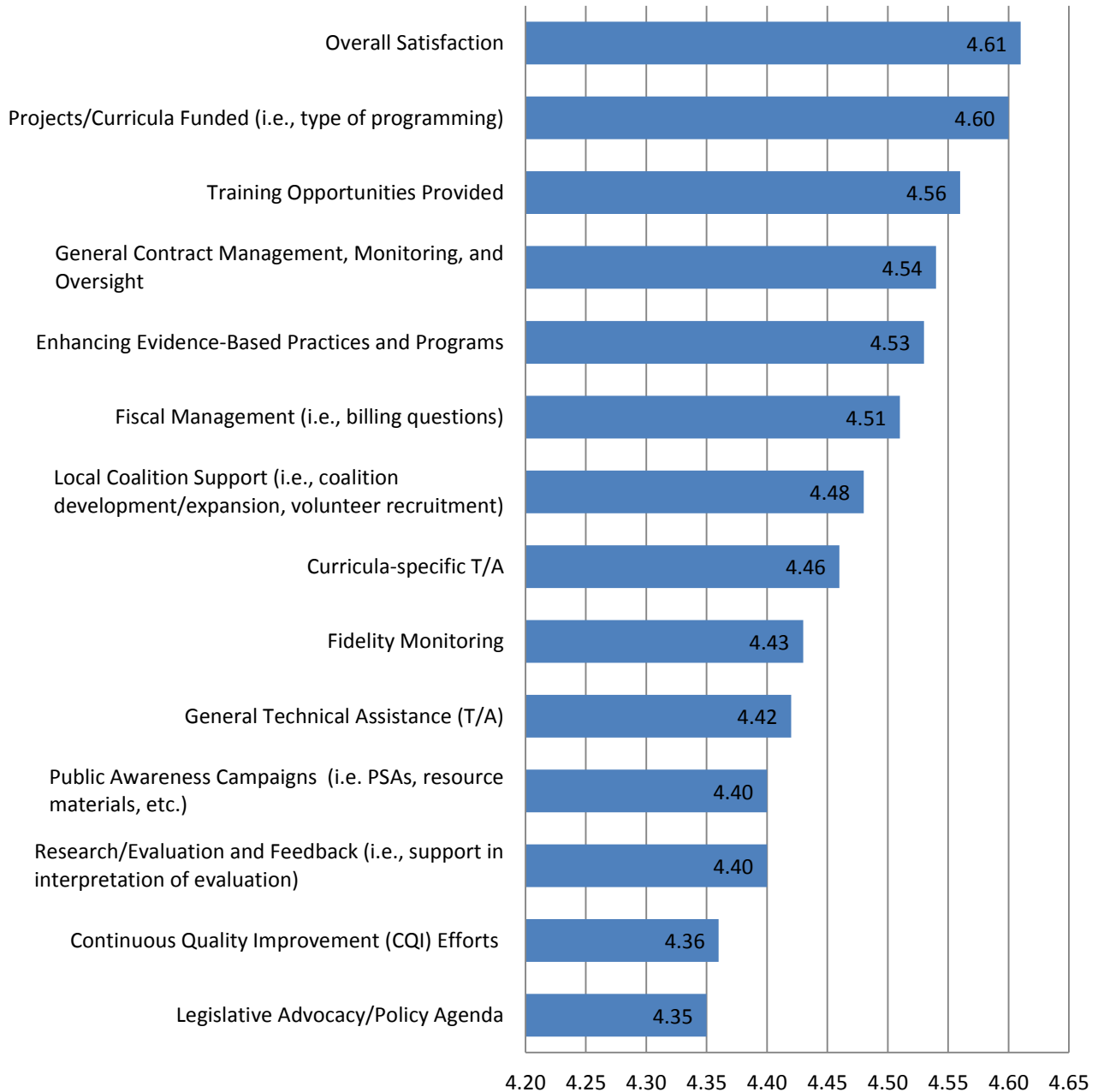
### Greatest Risk Factors (n=71)





**Question 8:** For CAPP grantees ONLY, please rate your satisfaction with the administrative services/support you have received from EyesOpenIowa in the following areas:

**Satisfaction on 1-5 Scale (n=44-45)\***

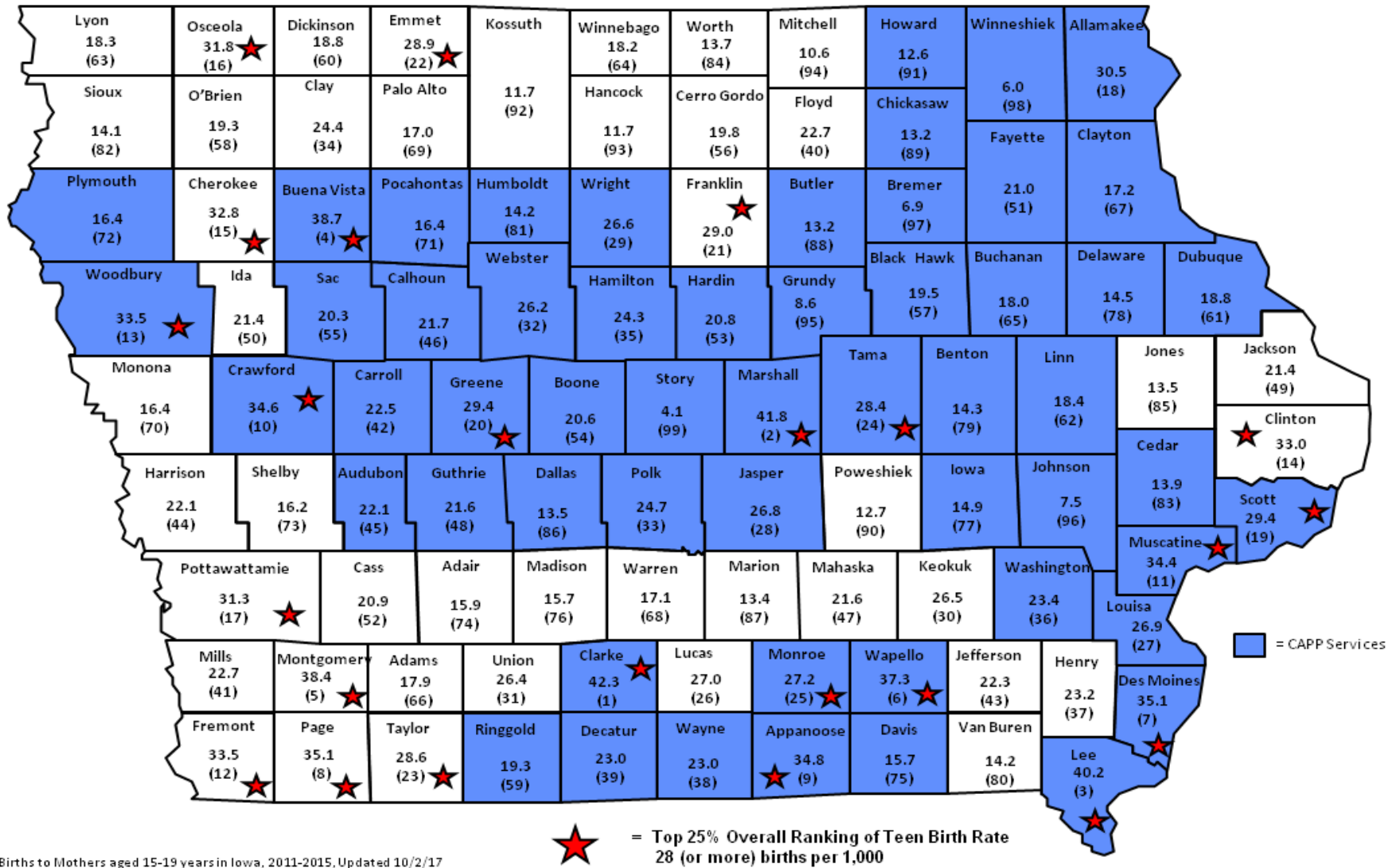


\*Varying number of responses (44 or 45) on each area of support/technical assistance



Attachment G: Map of Current Projects

Iowa Adolescent Pregnancy Prevention Programs  
by County with Teen Birth Rate and Rank<sup>1</sup>



<sup>1</sup>Births to Mothers aged 15-19 years in Iowa, 2011-2015, Updated 10/2/17  
Source: Iowa Department of Public Health, Bureau of Health Statistics, Vital Records

**Attachment H: Data on Youth in Out-of-home Placements (DHS and JCS)**

## Population Includes:

- All 12-17 year old placements from 1/1/16-present (exit date post 1/1/16) in out-of-home setting (excluding family foster care)
- Includes duplicate youth, as many transition from one service to another (unduplicated youth 12-17 totaled 2,908)

For information on the rollout of new contracts beginning July 1, 2017, and for maps to identify providers in each service area, please see the DHS Implementation Information page: <http://dhs.iowa.gov/child-welfare-systems/implementation-information>

		Count by Sex	% by Sex	Avg. Length of Stay
<b>Foster Group Care</b>				
Level 1: Community	Female	152	20%	192
	Male	627	80%	189
	<b>Total</b>	<b>779</b>		
Level 2: Comprehensive	Female	360	34%	180
	Male	693	66%	232
	<b>Total</b>	<b>1053</b>		
Level 3: Enhanced	Female	132	23%	180
	Male	451	77%	204
	<b>Total</b>	<b>583</b>		
<b>Supervised Apartment Living</b>				
	Female	107	41%	173
	Male	156	59%	170
	<b>Total</b>	<b>263</b>		
<b>Shelter Care (Child Welfare Emergency Services)</b>				
	Female	1405	50%	32
	Male	1396	50%	34
	<b>Total</b>	<b>2801</b>		
	Grand Total	Female	2156	39%
		Male	3323	61%
	<b>Total</b>	<b>5479</b>		

### Attachment I: 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 19-002	<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:

TBD

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



## 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*).**