

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

REQUEST FOR PROPOSAL

**More Options for Maternal Support Program Pregnancy
Support Services Providers
FWBP-EIS-25-007**

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RFP Purpose.

The purpose of the More Options for Maternal Support (MOMS) Program Pregnancy Support Services Providers request for proposal (RFP) is to solicit Proposals from qualified Bidders who will assume the role of MOMS Program Pregnancy Support Services Provider (MOMS Provider). Pursuant to Iowa Code § 217.41C (see Attachment L), these entities shall deliver Pregnancy Support Services in accordance with performance measures defined in this RFP, and provide other Deliverables defined in this RFP. Successful Bidders will be part of a MOMS Provider network and provide qualified Pregnancy Support Services to empower women and protect Children, promote strong and healthy families, and increase compassionate care to improve pregnancy outcomes and Child health and development, in accordance with the MOMS Provider Standards of Care defined in this RFP. Services provided pursuant to this agreement or with MOMS Program funding do not include healthcare services or treatment for purposes of Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule.

Duration of Contract.

The Agency anticipates executing a contract that will have an initial two (2)-Year contract term with the ability to extend the contract for an additional one (1)-Year term. The Agency or designated Program Administrator will have the sole discretion to extend the contract.

Bidder Eligibility Requirements.

1. Bidders (and their subsidiaries or affiliates) that were awarded a contract for More Options for Maternal Support (MOMS) Program Pregnancy Support Services Providers under the HHS Request for Proposal (RFP) FWBP-EIS-24-117 are not eligible to receive funding under this RFP.
2. The Agency will only consider Proposals from Bidders that can attest to the requirements stated in Iowa Code § 217.41 (see Attachment J). The Bidder must:
 - a. *Be a nonprofit entity incorporated in this state with a tax-exempt status pursuant to section 501(c)(3) of the Internal Revenue Code.*
 - b. *Have a minimum of one year of operational experience in either providing core Pregnancy Support Services or managing a network of providers of Pregnancy Support Services as a subcontractor.*
 - c. *Have a primary mission of promoting healthy pregnancies and childbirth instead of abortion.*

Funding.

The intention of the Agency is to fund multiple MOMS Providers across the state, contingent on available funding from the State of Iowa. Total funds awarded to MOMS Providers are estimated to be as much as \$1 million annually. Based on limited funding, MOMS Providers may be fully funded or partially funded, dependent upon the total amount in requests. Bidders may also apply for additional start-up funding if they meet eligibility criteria. This additional start-up funding shall only be available to those Bidders who meet the requirements provided in RFP Section 1.3.1.5 and will not be available for any contract renewal periods.

Procurement Timetable

There are no exceptions to any deadlines for the Bidder; however, the Agency reserves the right to change the dates. Times provided are in Central Time.

Event	Date
Agency Issues RFP Notice to Targeted Small Business Website (48 hours)	February 2, 2024
Agency Issues RFP to Bid Opportunities Website	February 5, 2024
Bidders' Conference Will Be Held on the Following Date and Time	February 12, 2024 10:00 a.m.
Bidder Letter of Intent to Bid Due By	February 19, 2024 1:00 p.m.
Bidder Written Questions Due By	February 19, 2024 1:00 p.m.
Agency Responses to Questions Issued By	On or about February 26, 2024
Bidder Proposals and any Amendments to Proposals Due By	March 26, 2024 1:00 p.m.
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	On or about April 26, 2024
Contract Negotiations and Execution of the Contract Completed	On or about May 27, 2024
Anticipated Start Date for the Provision of Services	On or about June 3, 2024

Section 1 Background and Scope of Work

1.1 Background.

The More Options for Maternal Support (MOMS) Program is designed to empower women and protect Children, promote strong and healthy families, and increase compassionate care to improve pregnancy outcomes and Child health and development. Specifically, the MOMS Program will support efforts to:

- Provide personalized and confidential support for women so they can make informed life choices for themselves and their Children, based on their needs and situations, regarding their decisions to parent or place their baby for adoption;
- Ensure access to quality prenatal and postpartum care and support women to practice sound health-related behaviors throughout their pregnancies and after delivery so their Children can thrive;
- Connect Expectant Parents to education and support services so they are better equipped to provide loving, responsible, and competent care for their Children;
- Improve family economic self-sufficiency by linking parents to Housing, childcare, Nutritional Services and Education, and Employment Assistance;
- Engage and mobilize community-based, social service providers to increase the scale and effectiveness of Pregnancy Support Services; and
- Streamline and leverage current resources and programming to promote the best possible outcomes for women and their families.

Connecting pregnant women and new mothers to essential Pregnancy Support Services improves pregnancy outcomes, family stability, and self-sufficiency. In Iowa, many nonprofit organizations serve a vital role in providing essential Pregnancy Support Services. Each year, thousands of women and men, including Expectant Parents facing difficult circumstances, access no-cost, community-based professional care and services, and practical, tangible support through these organizations. Supports typically include pregnancy options; Counseling; Parenting Education; Material Items; Referrals for Medical Care and linkages to community and public health resources; and medical care (i.e., pregnancy testing; limited obstetric ultrasounds, and sexually transmitted infections testing and treatment).

1.1.1 The More Options for Maternal Support Program (MOMS Program) Overview

In 2022, the Iowa General Assembly established the MOMS Program within the Iowa Department of Health and Human Services. Iowa Code § 217.41C specifically states:

217.41C More options for maternal support program.

1. *a. The department of human services shall create the more options for maternal support program, a statewide program to promote healthy pregnancies and childbirth through nonprofit organizations that provide pregnancy support services.*
- b. The more options for maternal support program is designed to do all the following:*
 - (1) Provide an approach and personalized support to pregnant women to provide stabilization to families.*
 - (2) Promote improved pregnancy outcomes, including reducing abortions, by helping women practice sound health-related behaviors and improve prenatal nutrition.*
 - (3) Improve child health and development by helping parents provide responsible and competent care for their children.*
 - (4) Improve family economic self-sufficiency by linking parents to services that address individual economic and social needs.*

More Options for Maternal Support (MOMS) Program Pregnancy Support Services Providers

- c. For the purposes of this section, “pregnancy support services” means those nonmedical services that promote childbirth by providing information, counseling, and support services that assist pregnant women or women who believe they may be pregnant to choose childbirth and to make informed decisions regarding the choice of adoption or parenting with respect to their children.*
- 2. The program may provide and support all the following pregnancy support services:*
- a. Nutritional services and education.*
 - b. Housing, education, and employment assistance during pregnancy and up to one year following a birth.*
 - c. Adoption education, planning, and services.*
 - d. Child care assistance if necessary for a pregnant woman to receive pregnancy support services.*
 - e. Parenting education and support services for up to one year following a child’s birth.*
 - f. Material items which are supportive of pregnancy and childbirth including but not limited to cribs, car seats, clothing, diapers, formula, or other safety devices.*
 - g. Information regarding health care benefits, including but not limited to available Medicaid coverage for pregnancy care and health care coverage for a child following birth.*
 - h. A call center for information or to schedule appointments.*
 - i. Medical information and referrals for medical care, including but not limited to pregnancy tests, other health screenings, ultrasound services, prenatal care, and birth classes and planning.*
 - j. Counseling, mentoring, educational information, and classes relating to pregnancy, parenting, adoption, life skills, and employment readiness.*

1.1.2 Agency Goals

Given the MOMS Program Goals and legislative mandate, the Agency is placing an emphasis on related MOMS Program Goals, including:

- Promoting standards of care and competencies in the provision of Pregnancy Support Services;
- Expanding statewide coverage of Pregnancy Support Services tailored to the diverse needs of local communities and populations;
- Increasing public awareness, access, and use of Pregnancy Support Services;
- Building stronger community collaboration and coordination through shared learning and relationships with other programs providing services related to MOMS Program Goals; and
- Implementing Continuous Quality Improvement (CQI) measures and activities to regularly incorporate evaluation findings into practice.

1.2 RFP General Definitions.

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

“Agency” means the Iowa Department of Health and Human Services.

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

“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 MOMS Provider (or any agent, contractor or subcontractor of the MOMS Provider) in connection with any contract resulting from this RFP.

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

Terms that are Specific to this RFP.

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

“Adoption Education, Planning, and Services” means reasonable expenses and services to support Expectant Parents to make voluntary, informed decisions to continue a pregnancy to term and place the Child for adoption, including referrals for adoption to nonprofit organizations. Direct adoption services or services to provide or assist a woman to obtain adoption services from an unlicensed provider of adoption services are not included.

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

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

“Bidder” means the entity that submits a Bid Proposal in response to this RFP.

“Call Center” means an individual MOMS Provider’s options for Clients to schedule appointments or receive information and referrals in a timely manner through phone, texts, video, emails, or chats. It also includes expenses related to costs for translators and interpreters and technology to support the Call Center, including additional telephone and computer equipment for operation of the Call Center.

“Child” and **“Children”** mean any person under the age of six years, including an unborn Child/Children.

“Client” means any adult, Child, or family who benefits from or participates in any project funded under the MOMS Program.

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

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

“Contract Year” or **“Year”** means the 12-month period beginning with the first month for which the contract is in effect, and each 12-month period beginning with the corresponding month in subsequent calendar Years.

“Counseling” means non-therapeutic, neutral, factual, and non-directive information and confidential Counseling or referral services, including referrals for and assistance in securing counseling, that assist pregnant women or women who believe they may be pregnant or men who are involved or who think they might be involved in a pregnancy, except with respect to any options(s) about which the Client indicates they do not wish to receive such information and Counseling. It also includes group Counseling and transportation expenses for Clients, including vouchers or rideshare app, and costs for translators and interpreters, if necessary for Clients to receive Counseling. It does not include expenses for affirmatively counseling a pregnant woman to terminate a pregnancy.

“Employment Assistance” means reasonable expenses or services during pregnancy and up to one year following a Child’s birth for professional development, including services that support the continuation and completion of high school or obtaining a General Education Development (GED) certificate, job training, resume writing and employment application assistance, job placement, budget skills and money management learning, assistance obtaining a driver’s license, assistance with school registration, and transportation expenses for Clients, including vouchers or rideshare app expenses, and costs for translators and interpreters, if necessary for a Client to receive this assistance.

“Expectant Parents” means parents whose Child has not yet been born, i.e., females who are physically carrying a Child and males who are involved with a pregnancy.

“Frontline Staff” means employees or volunteers in a MOMS Provider Center who interact with Clients or have access to Client information.

“Housing” means referrals to or provision of safe and appropriate Housing for Expectant Parents during pregnancy and up to one year following a Child’s birth, including costs for utilities and maternity Housing.

“Indirect Costs” means those costs and fees that have been incurred by a MOMS Provider for common or joint purposes or objectives, benefitting more than one cost objective, and/or cannot be readily identified with a particular final cost objective. For the purposes of this RFP, examples of Indirect Costs shall include general administration and general expenses such as accounting, salaries, personnel administration, supplies, and costs of operating and maintaining the facility.

“Material Items” means nonmedical goods and services that meet short-term, basic needs and support Expectant Parents during pregnancy and up to one (1) year following a Child’s birth.

“Medical Information” means accurate information, including, but not limited to, prenatal care, pregnancy and paternity testing, postpartum recovery and support, post-abortion support, mental health services, and addiction support services.

“MOMS Provider Center” means the physical location where Clients receive Pregnancy Support Services.

“MOMS Program Pregnancy Support Services Provider” or **“MOMS Provider”** means the Bidder who enters into a contract as a result of this solicitation.

“MOMS Program Goals” means the goals outlined in the Iowa Code § 217.41C, which are to (1) *Provide an approach and personalized support to pregnant women to provide stabilization to families;* (2) *Promote improved pregnancy outcomes, including reducing abortions, by helping women practice sound health-related behaviors and improve prenatal nutrition;* (3) *Improve child health and development by helping parents provide responsible and competent care for their children;* and (4) *Improve family economic self-sufficiency by linking parents to services that address individual economic and social needs.*

“Nutritional Services and Education” means comprehensive assessment, treatment plans that may include supplemental foods and counseling services and support provided to pregnant and breastfeeding women and Expectant and parenting fathers provided by a licensed medical provider, registered dietitian, or registered nurse. Education includes both individual and group services to improve health and achieve positive outcomes in nutrition and physical activity habits, nutrition and physical activity education, breastfeeding education and support, referrals to appropriate services and health care providers, and breastfeeding support and counseling provided by certified individuals that have completed specialized lactation training.

“Outreach Efforts” means activities conducted with the purpose of informing and educating the broader public, parents, adults, and women and family serving professionals about MOMS Pregnancy Support Services and how to access them. Examples include media, marketing, and other awareness activities. These may include, but not limited to, print ads in newspapers and directories, broadcast ads like Internet, radio, theater ads, and ads placed using social media.

“Parenting Education and Support Services” means reasonable expenses and services to support Expectant Parents during pregnancy and up to one (1) year following a Child’s birth, including, but not limited to, paternity establishment, Adoption Education, Planning, and Services, stress management, prenatal exercise, childbirth, Child development, newborn care, safe sleep for babies, babyproofing the home, car seat training, infant CPR, smoking cessation, postpartum recovery and support, and transportation expenses for Clients, including vouchers and rideshare app, and costs for translators and interpreters, if necessary for an Expectant Parent to receive these services. Expenses can include fees for online tools and curriculum, costs for translators and interpreters, and training in evidence-based or -informed practices and programs for staff and volunteers to provide these services.

“Pregnancy Support Services” as defined in Iowa Code § 217.41C, mean *those nonmedical services that promote childbirth by providing information, Counseling, and support services that assist pregnant women or women who believe they may be pregnant to choose childbirth and to make informed decisions regarding the choice of adoption or parenting with respect to their Children.* Pursuant to Iowa Code § 217.41C, Pregnancy Support Services do not include services to *provide or refer pregnant women for terminations of pregnancy or to encourage or affirmatively counsel a pregnant woman to terminate a pregnancy unless the pregnant woman’s attending physician confirms the termination of pregnancy is medically necessary to prevent the pregnant woman’s death.*

“Program Administrator” means the Agency or Agency designee responsible to provide administrative support services for the MOMS Program. If the Agency awards a contract for a Program Administrator to manage the statewide network of MOMS Providers, the Agency will work with the Program Administrator to assume ownership and oversight of any existing Agency MOMS Provider Contracts.

“Referrals for Medical Care” means timely referrals or assistance in securing medical and mental health services, when a need is discovered, to relevant existing programs or agencies that support, encourage, and assist women to carry their pregnancies to term and care for their babies after birth, including government assistance programs and county supports. It does not mean referrals for terminations of pregnancy, including provision or referral for abortifacient contraceptives or to encourage or affirmatively counsel a pregnant woman to terminate a pregnancy.

1.3 Scope of Work.

1.3.1 Deliverables.

The MOMS Provider shall provide the following:

1.3.1.1 Pregnancy Support Services

- A. The MOMS Provider shall provide Pregnancy Support Services to pregnant women and women who believe they may be pregnant. The MOMS Provider may also provide Pregnancy Support Services to men who are involved in a pregnancy, and men who think they might be involved in a pregnancy.
- B. The MOMS Provider shall offer at a minimum Counseling.
- C. The MOMS Provider may also offer additional qualified Pregnancy Support Services including:
 1. Parenting Education and Support Services.
 2. Material Items.
 3. Call Center services.
 4. Childcare while Clients are receiving or participating in Pregnancy Support Services on the MOMS Provider premises, or provided on-site to Children whose parents reside in maternal Housing.
 5. Medical Information and Referrals for Medical Care.
 6. Employment Assistance.
 7. Mentoring, educational information, and classes relating to pregnancy, parenting, adoption, life skills, and employment readiness.
 - a. If the MOMS Provider provides information on the developmental characteristics of unborn Children and babies, it must be accurate.
 8. Housing.
 9. Nutritional Services and Education; and
 10. Adoption Education, Planning, and Services.
- D. The MOMS Provider shall ensure that MOMS Program funds are not used to provide or refer pregnant women for terminations of pregnancy or to encourage or affirmatively counsel a pregnant woman to terminate a pregnancy unless the pregnant woman’s attending physician confirms the termination of pregnancy is medically necessary to prevent the pregnant woman’s death.
- E. The MOMS Provider shall provide each Client with a Program Administrator-approved Client survey, and instructions on how to share the survey directly with the Program Administrator, to provide confidential feedback regarding their experiences with MOMS Providers.

1.3.1.2 Communication and Outreach Efforts

- A. The MOMS Provider shall inform and educate the broader public, parents, adults, and women and family serving professionals about MOMS Pregnancy Support Services and how to access them.
 - 1. Examples of Outreach Efforts include media, marketing, and other awareness activities. These may include, but are not limited to, print ads in newspapers and directories, broadcast ads like Internet, radio, theater ads, and ads placed using social media.
- B. Pursuant to Iowa Code § 217.41C, MOMS Providers shall annually provide a description of their Outreach Efforts.
- C. The MOMS Provider shall develop and administer Program Administrator approved MOMS Program materials, including flyers, brochures, posters, and other published materials used for the MOMS Program in coordination with the Program Administrator prior to implementation and distribution.
- D. The MOMS Provider shall secure approval from the Program Administrator for marketing messages, and informational and educational materials as part of the MOMS Program, prior to implementation and distribution.
 - 1. All information and educational materials shall be accurate and factual and provide or have available the reference source of all statements of a medical nature.
- E. The MOMS Provider may consider providing culturally and linguistically appropriate materials based on the need of Clients served.

1.3.1.3 Training, Technical Assistance, and Staff Development

- A. The MOMS Provider shall ensure all staff (and volunteers, if applicable) are trained on all MOMS Program policies and processes prior to the provision of any MOMS Pregnancy Support Services and annually thereafter.
- B. The MOMS Provider (staff and volunteers, as applicable) shall attend required training provided by the Program Administrator, including MOMS Provider onboarding training, annual Frontline Staff training, and MOMS Provider quarterly meetings, and participate in other required calls and meetings during each Contract Year.
- C. The MOMS Provider shall, as requested by the Program Administrator, attend relevant meetings of stakeholders for the purposes of achieving overall system and service array improvements.

1.3.1.4 MOMS Provider Standards of Care

- A. The MOMS Provider shall adhere to the MOMS Provider Standards of Care (see Attachment M) that outline basic standards for ethical practices and integrity in Client care, quality service provision, and adherence to legal and regulatory guidelines.

1.3.1.5 Optional Additional Start-up Services

- A. Additional funding for start-up services may be available for entities who serve Clients who have 25 or fewer employees. Additional start-up funding shall only be available in Year 1 of the contract and shall be limited to no more than \$15,000 maximum per Bidder and is only available to those Bidders that are awarded funding for services described in Section 1.3.1.1 above.
- B. Additional start-up funding shall be limited to use for the following activities:
 - 1. Provision of a minimum of one (1) new Pregnancy Support Service to Clients not currently offered by the Bidder; or
 - 2. Implementation of new or enhanced data and record keeping systems to ensure confidentiality related to Clients accessing Pregnancy Support Services in

compliance with state and federal laws, including but not limited to § 217.30, subsection 2.a thru 2.d.

- C. Bidders that are awarded funding shall develop, implement, and adhere to a Program Administrator approved project plan and budget for the approved services.

1.3.1.6 MOMS Program Reporting Requirements

- A. The MOMS Provider shall submit a quarterly report to the Program Administrator, using a Program Administrator approved format, for approval. At a minimum the report shall include the following:
1. Aggregate and de-identified Client information including:
 - a. Total number of unduplicated Clients served;
 - b. Number of clients broken out by various demographic factors to include, at a minimum, Clients':
 - i. gender;
 - ii. age;
 - iii. marital status (i.e., unmarried, partnered, married);
 - iv. geographic location (city, county, and state); and
 - v. race and ethnicity.
 2. Total MOMS Program expenditures by Pregnancy Support Service type and gender;
 3. Total number of referrals by Pregnancy Support Service type or program referred (if applicable);
 4. Total number of contacts to Call Center (if applicable);
 5. Attendance of quarterly information and update meetings and verification that all staff and volunteers have completed required training; and
 6. A description of Outreach Efforts to include, but not limited to:
 - i. Activities conducted with the purpose of informing and educating the broader public, parents, adults, and women and family serving professionals about MOMS Pregnancy Support Services and how to access them;
 - ii. Location and frequency of events;
 - iii. Estimated number of individuals reached; and
 - iv. Description and examples of media, marketing, and other awareness activities utilized, including print ads in newspapers, directories and broadcast ads like Internet, radio, theater ads and ads placed using social media.
- B. Quarterly reports are due by the sixteenth (16th) of each month following the end of the quarter (and each additional Contract Year). Reports shall be submitted using a Program Administrator-approved template and shall be emailed to the Program Administrator.
1. If the 16th falls on a weekend or a holiday, the report is due on the next business day.
- C. The MOMS Provider shall maintain confidentiality of all data, files, and records related to Clients accessing Pregnancy Support Services in compliance with state and federal laws, including but not limited to § 217.30, subsection 2.a thru 2.d.
- D. At the end of each Contract Year, the MOMS Provider shall prepare and submit an annual MOMS Provider evaluation report, using a Program Administrator-approved format, to the Program Administrator. The Report shall include all agency requested information, including, at a minimum:
1. A summary of information provided in the quarterly reports;
 2. The total number of unduplicated Clients served by demographic data as listed in Section 1.3.1.6;
 3. A summary of all Pregnancy Support Services provided, by demographic data as listed in Section 1.3.1.6 in the reporting period;
 4. A financial summary and Year-to-date totals of dollars spent, including a breakout of the amounts attributable to the contract; and

5. A description of CQI activities and efforts underway by the MOMS Provider.
- E. The MOMS Provider shall provide the annual MOMS Program evaluation report to the Program Administrator within 30 days of the end of each Contract Year.
- F. The MOMS Provider shall track and report Pregnancy Support Service data to the Program Administrator as directed and using a Program Administrator-approved format.
 1. Confidential information collected, maintained, or used during performance of the contract shall only be used or disclosed by the MOMS Provider as expressly authorized by law and only with the prior written consent of the Agency, either during the period of the contract or thereafter.
- G. The MOMS Provider shall report to the Program Administrator or Agency only non-identifying demographic information. No personal information such as Client names or addresses may be submitted in reports to the Agency.
- H. The MOMS Provider shall complete and submit an Agency provided Vendor Security Questionnaire if any data under this contract will be kept or gathered, regardless of source, in any manner outside of the Agency systems, or submit a written statement attesting that no data, regardless of source, will be kept or gathered in any other hard copy or electronic system.
- I. The MOMS Provider shall, each Year of the contract, cooperate with at least one (1) annual, in-person monitoring and review visit at the MOMS Provider Center(s) with the Program Administrator.
 1. MOMS Provider Center visits shall include, at a minimum the following activities:
 - a. Verification of documentation of expenses claimed;
 - b. Review and validation of any relevant MOMS Program evaluation results; and
 - c. Compliance with MOMS Provider Standards of Care and MOMS Program requirements.
- J. The MOMS Provider, as requested by the Program Administrator, shall submit a renewal application for Year three (3) of the contract (to include any adjustments to budget and/or service projections). The application will be provided on a Program Administrator-approved template.
 1. Program funds may be reallocated among all MOMS Providers based on several items, including but not limited to, MOMS Provider performance or unspent funds.
 2. To make determinations on renewals for Year three (3), the Program Administrator will evaluate each MOMS Provider's progress towards meeting Deliverables and Performance Measures in the first 24 months of the initial two (2)-Year term.
 3. MOMS Providers not meeting Performance Measures may not be renewed and may have their funding level renegotiated.
 4. The MOMS Provider shall complete and submit the application to the Program Administrator 45 days prior to the end of the Year of the contract.

1.3.1.7 Reporting Requirements: Start-up Services

- A. The MOMS Provider shall develop and submit an Administrator-approved project plan and budget for start-up services. At a minimum, the plan shall detail how funding shall be used and a timeline of project activities and individuals responsible for each activity.
- B. In Year one (1) of the contract, the MOMS Provider shall submit, as part of their annual evaluation report to the Program Administrator, using a Program Administrator approved format, for approval. At a minimum, the report shall include the following:
 1. Option 1: A description of the one (1) new Pregnancy Support Service to Clients to include any of the reporting requirements outlined in Section 1.3.1.6.
 2. Option 2: A description of the new or improved data and record systems to ensure confidentiality related to Clients accessing Pregnancy Support Services in

compliance with state and federal laws, including, but not limited to, § 217.30, subsection 2.a thru 2.d. The description shall include:

- a. Total cost for development or improvement of the data and record systems;
- b. Selected systems developed or expanded;
- c. Implementation plan for the systems; and
- d. Training and evaluation efforts to ensure staff (and volunteers if applicable) use data and record systems appropriately.

1.4 Performance Measures.

1.4.1 Pregnancy Support Services

PM 1: The MOMS Provider shall offer at a minimum, Counseling throughout the term of the contract.

PM 2: Clients receive information to participate in a Program Administrator-approved Client survey 100% of the time.

1.4.2 Communication and Outreach

PM 1: The MOMS Provider shall annually provide a description of their Outreach Efforts in Quarterly Reports and Annual Evaluation Reports each Contract Year 100% of the time.

1.4.3 Training, Technical Assistance, and Staff Development

PM 1: The MOMS Provider shall demonstrate in writing to the Program Administrator that all staff and volunteers are trained on all MOMS Program policies and processes as identified in section 1.3.1.3 each Contract Year.

PM 2: The MOMS Provider shall attend all quarterly meetings and participate in other required calls and meeting during each Contract Year 100% of the time.

1.4.4 Additional Project Administration and Reporting Deliverables

PM 1: The MOMS Provider shall submit 100% of required administrative and financial reports and other data and documents to the Program Administer by the specified due dates and in a Program Administrator approved format 100% of the time.

PM 2: The MOMS Provider shall provide timely and accurate billing statements 100% of the time.

PM 3: The MOMS Provider shall cooperate with at least one (1) annual, in-person monitoring and review visit at the MOMS Provider Center(s) with the Program Administrator, and any other program or technical assistance as requested by the Program Administrator each Contract Year.

PM 4: The MOMS Provider, if requested by the Program Administrator, shall submit an annual renewal application for Year 3 of the contract (to include any adjustments to budget and/or service projections). The application shall be provided on a Program Administrator approved template.

1.4.5 Start-up Services

PM 1: The MOMS Provider shall submit an Agency approved start-up services project plan and budget within 30-days of contract execution.

PM 2: The MOMS Provider shall submit 100% of required reports and other data and documents to the Program Administer by the specified due dates and in an Agency approved format 100% of the time.

Option 1

PM 1: The MOMS Provider will offer at least one (1) new Pregnancy Support Service to Clients.

Option 2

PM 1: The MOMS Provider shall implement the new or improved data and record systems by the end of Year one (1) of the contract.

1.5 Contract Payment Methodology.**1.5.1 Start-up Funding Payment**

Additional funding for start-up services shall be limited to those Bidders that meet the requirements listed in section 1.3.1.5 and shall not exceed \$15,000. Payment for start-up services is dependent upon the successful completion and Agency acceptance of the following payment milestone. The milestone shall be invoiced within thirty (30) Calendar days of Agency acceptance of the completed milestone key deliverable.

Milestone Payment Schedule		
Key Deliverable	Contract Period	Maximum Payment Amount
Agency acceptance of start-up services project plan and budget as described in section 1.4.5, PM1	Contract Year 1	\$15,000

1.5.2 MOMS Provider Project Payments

- A. The MOMS Provider shall develop and submit an Agency-approved budget, broken out by Contract Year, in an Agency-approved format for all expenses prior to contract execution.
 1. Each subsequent Contract Year, the MOMS Provider shall submit an Agency-approved budget prior to execution of a contract renewal.
 2. The MOMS Provider shall invoice the Program Administrator, beginning in the month that the contract agreement is effective, for reimbursement of the costs associated with contract agreement. This reimbursement shall be in accordance with the negotiated contract budget, which the MOMS Provider shall submit based on the final awarded amount, prior to contract Execution (if the award amount differs from the requested amount or if items in the budget require further clarification).
- B. The MOMS Provider shall inform the Program Administrator within thirty (30) days of any line-item shifts in the budget, up to ten (10) percent of the total award, assuming the shifts do not violate any cost restrictions. In the event the MOMS Provider wishes to shift more than ten (10) percent of the contract value among line items in any Contract Year (including one (1) single shift or multiple line-item shifts that add up to ten (10) percent), the MOMS Provider shall seek Program Administrator approval prior to incurring the expenses.
- C. Pursuant to Iowa Code § 217.41C, the MOMS Provider shall have a system of financial accountability consistent with generally accepted accounting principles, including an annual budget, and maintain a tracking system to ensure financial obligations do not exceed approved funding.

1.5.3 Project Cost Restrictions

- A. The MOMS Provider shall only be eligible to receive reimbursement for services described within the Scope of Work, and as approved in the budget. The MOMS Provider is prohibited from charging additional fees to the Agency or imposing costs on Clients for Pregnancy Support Services funded with MOMS Program funding.
- B. The approved line-item budget shall have a restriction of twenty (20) percent of the Contract Year total for all Indirect Costs combined.

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- C. A five (5) percent MOMS Provider match is required in Year one (1) of the contract. The match will increase by five (5) percent each subsequent Year through Year three (3). In-kind matches may be applied toward the MOMS Provider match.

Example if award is \$30,000.00		
Year 1- Match 5%	Year 2 - Match 10%	Year 3 - Match 15%
\$30,000.00 award	\$30,000.00 award	\$30,000.00 award
\$1,500.00 match	\$3,000.00 match	\$4,500.00 match

- D. Spending on Outreach Efforts shall not exceed five (5) percent of the Contract Year total for all Outreach Effort costs combined.
- E. MOMS Providers shall not use MOMS Program funds or be reimbursed for any cost not directly related to the contract and its approved budget. Additional unallowable uses of grant funds include, but are not limited to:
1. Costs incurred prior to grant award;
 2. Supplanting of funds from other sources;
 3. Direct patient medical services, inpatient services, treatment of a disease or disability, or major medical equipment;
 4. Goods or services for personal use or gifts for staff;
 5. Grant writing or fundraising;
 6. Memberships to affiliated organizations, clubs, and similar groups; and
 7. Religious worship, instruction, or proselytization.

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:

Kelly Simmons
Lucas State Office Building
321 E 12th Street
Des Moines, IA 50319-0075
Phone: (515) 377-0337
ksimmon2@dhs.state.ia.us

2.2 Restriction on Bidder Communication.

From the issue date of this RFP until announcement of the successful Bidder, the Issuing Officer is the point of contact regarding the RFP. There may be no communication regarding this RFP with any State employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFP. This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Contractor and the Agency.

The Issuing Officer will respond only to questions regarding the procurement process. Questions pertaining to the interpretation of this RFP may be submitted in accordance with the Questions, Requests for Clarification, and Suggested Changes section of this RFP.

2.3 Downloading the RFP from the Internet.

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

2.4 Reserved.

2.5 Intent to Bid.

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

2.6 Bidders' Conference.

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 +1-469-998-6046, and use the following conference code when prompted by the system: 201 678 782# Phone Conference ID.

You can also join the Microsoft Teams meeting by using the link below:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 280 942 592 010

Passcode: VE6HwA

[Download Teams](#) | [Join on the web](#)

2.7 Questions, Requests for Clarification, and Suggested Changes.

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

Written responses to questions will be posted at <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.

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

Bid Proposals are to be submitted in accordance with the Bid Proposal Formatting of this RFP (see Section 3.1). Bid Proposals **may not be hand-delivered** to the Issuing Officer. Rather, Bid Proposals are to be mailed through the postal service or shipping service. A postmark or receipt

of mailing date on or before March 20, 2024, **does not** meet this deadline. The proposals **must be physically received** by the Agency before 1:00 p.m. on March 20, 2024.

2.9 Amendment to the RFP and Bid Proposal.

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

Bidders may amend a previously submitted Bid Proposal at any time before the bid submission date and time. Any such amendment must be in writing and signed by the Bidder. The Bidder shall provide the same number of copies of the amended Bid Proposal as is required for the original Bid Proposal, for both hardcopy and electronic copies, in accordance with the Bid Proposal Formatting of this RFP (see Section 3.1).

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

2.10 Withdrawal of Bid Proposal.

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

2.11 Costs of Preparing the Bid Proposal.

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

2.12 Rejection of Bid Proposals.

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

2.13 Review of Bid Proposals.

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

2.13.1 Mandatory Requirements.

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

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

2.13.2 Reasons Proposals May be Disqualified.

Bidders are expected to follow the specifications set forth in this RFP. However, it is not the Agency's intent to disqualify Bid Proposals that suffer from 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 3.2.3);
- Bidder's response materially changes Scope of Work specifications;
- Bidder fails to submit the RFP attachments containing all signatures (See RFP Section 3.2.6);
- Bidder marks entire Bid Proposal confidential, makes excessive claims for confidential treatment, or identifies pricing information in the Cost Proposal as confidential (See RFP Section 3.1);
- Bidder includes assumptions in its Bid Proposal (See RFP Section 2.7); or
- Bidder fails to respond to the Agency's request for clarifications, information, documents, or references that the Agency may make at any point in the RFP process.
- Bidder is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code §12J. This list is maintained by the Iowa Public Employees' Retirement System. The list is currently found here:
<https://ipers.org/investments/restrictions>.

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

2.14 Bid Proposal Clarification Process.

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

2.15 Verification of Bid Proposal Contents.

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

2.16 Reference Checks.

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

2.17 Information from Other Sources.

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

2.18 Criminal History and Background Investigation.

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

2.19 Disposition of Bid Proposals.

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

2.20 Public Records and Request for Confidential Treatment.

Original information submitted by a Bidder may be treated as public information by the Agency following the conclusion of the selection process unless the Bidder properly requests that information be treated as confidential at the time of submitting the Bid Proposal. See Section 3.1, Bid Proposal Formatting of this RFP for the proper method for making such requests. The Agency's release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with chapter 22 before submitting a Bid Proposal. The Agency will copy public records as required to comply with public records laws.

The Agency will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code chapter 22 or other applicable law by a court of competent jurisdiction. However, the Bidder shall certify by signing and returning RFP Attachment B its understanding that any Agency references to Bid Proposal information marked confidential made during the evaluation process may become part of the public domain.

In the event the Agency receives a request for information marked confidential, written notice shall be given to the Bidder seventy-two (72) hours prior to the release of the information to allow the Bidder to seek injunctive relief pursuant to Iowa Code § 22.5 or 22.8.

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

2.21 Copyrights.

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

2.22 Release of Claims.

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

2.23 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 Health and Human Services
Lucas State Office Building
321 E 12th Street
Des Moines, Iowa 50319-0075
email: reconsiderationrequest@dhs.state.ia.us

The Agency must receive the written request for reconsideration within five (5) days from the date of the notice of disqualification or notice of intent to award decision, whichever is earlier. The written request may be emailed or delivered by postal service or other shipping service. Do not deliver any requests for reconsideration to the office in person. It is the Bidder's responsibility to ensure that the request for reconsideration is received prior to the deadline. Postmarking or submission to a shipping service by the due date shall not substitute for actual receipt of a request for reconsideration by the Agency.

The request for reconsideration shall clearly and fully identify all issues being contested by reference to the page and section number of the RFP. If a Bidder submitted multiple Bid Proposals and requests that the Agency reconsider a notice of disqualification or notice of intent

to award decision for more than one (1) 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 (1) 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 (5) days of the date of the decision on reconsideration in accordance with 441 IAC 7.41 et seq.

2.27 Definition of Contract.

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

2.28 Choice of Law and Forum.

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

2.29 Restrictions on Gifts and Activities.

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

2.30 Exclusivity.

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

2.31 No Minimum Guaranteed.

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

2.32 Use of Subcontractors.

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

2.33 Bidder Continuing Disclosure Requirement.

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

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

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

3.1 Bid Proposal Formatting.

Subject	Specifications
Paper Size	8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper.
Font	Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri, Gill Sans MT, and Arial.
Page Limit	The MOMS Provider Proposal Form (Attachment H) is limited to: <ul style="list-style-type: none"> • 20 pages if not requesting start-up funding. • 22 pages if requesting additional start-up funding. <p>Attachment I: MOMS Provider Projected Service Delivery and Cost Proposal Form (Cost Proposal), and all other RFP Forms and Attachments will not count toward the page limit.</p>
Pagination	Attachment C: Subcontractor Disclosure Form, all submissions shall be numbered sequentially and shall indicate the total number of Subcontractor Disclosure Forms being submitted (i.e., 1 of 3, 2 of 3, 3 of 3).
	Two letters of support shall be numbered sequentially (i.e., 1 of 2, 2 of 2).
Bid Proposal General Composition	<ul style="list-style-type: none"> • Bind and provide attachments in the order as stated in Attachment G. • Do not include promotional or display materials unless specifically required.
Envelope Contents and Labeling	<ul style="list-style-type: none"> • Envelopes shall be addressed to the Issuing Officer. • The envelope containing the original Bid Proposal shall be labeled "original."
Number of Hard Copies	Submit one (1) original hard copy of the Bid Proposal. The original hard copy and all forms that require a signature submitted shall have original signatures (wet) and/or certified digital signatures.
USB Flash Drive	<ul style="list-style-type: none"> • Bidders shall submit one (1) flash drive, with a copy identical to the content of the original hard copy of the Bid Proposal. • The Bid Proposal must be saved in less than three files, with a preference for the entire Proposal in one (1) file. • Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents.
Request for Confidential Treatment	<p>Requests for confidential treatment of any information in a Bid Proposal must meet these specifications:</p> <ul style="list-style-type: none"> • The Bidder shall complete the appropriate section of the Primary Bidder Detail Form & Certification which requires the specific statutory citation supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public. • The Bidder shall submit one (1) complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be

Subject	Specifications
	<p>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.</p> <ul style="list-style-type: none"> • The Cost Proposal shall be part of the ultimate contract entered into with the successful Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law. • The transmittal letter may not be marked confidential. • The Bidder shall submit a USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This USB flash drive shall be clearly marked as a “public copy”. • The Proposal must be saved in less than three files, with a preference for the entire Proposal in one (1) file. Proposals shall be provided in either PDF or Microsoft Word format. Files shall be text-based and not scanned image(s) and shall be searchable and not password protected or contain restrictions that prevent copying, saving, highlighting, or printing of the contents. • No part of the Cost Proposal may be marked confidential.
Exceptions to RFP/Contract Language	<p>If the Bidder objects to any term or condition of the RFP or attached Sample Contract, specific reference to the RFP page and section number shall be made in the Primary Bidder Detail & Certification Form. In addition, the Bidder shall set forth in its Bid Proposal the specific language it proposes to include in place of the RFP or contract provision and cost savings to the Agency should the Agency accept the proposed language.</p> <p>The Agency reserves the right to either execute a contract without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.</p>

3.2 Contents and Organization of the Bid Proposal.

This section describes the information that is required in the Bid Proposal. Bid Proposals should be organized in the same order provided here. The original hard copy and all forms that require a signature submitted shall have original signatures (wet) and/or certified digital signatures.

1. Attachment G: More Options for Maternal Support Provider Proposal Cover Sheet and Checklist
2. Attachment A: Release of Information
3. Attachment B: Primary Bidder Detail & Certification Form
This form indicates that the Bidder has reviewed the Additional Certifications listed in Attachment D. Attachment D does NOT need to be returned.
4. Attachment C: Subcontractor Disclosure Form(s): If applicable.
5. Attachment F: Minority Impact Statement

More Options for Maternal Support (MOMS) Program Pregnancy Support Services Providers

6. Attachment H: More Options for Maternal Support Provider Proposal Form (Limited to 20, or 22 pages if requesting additional start-up funding):
7. Attachment I: MOMS Provider Projected Service Delivery and Cost Proposal Form
8. Attachment J: Bidder Attestation Form
9. Letters of Support
Bidder shall provide two (2) letters of support. Letters must include the name, phone number, email contact, and organization name of the individual authoring the letter. Signatures may be original and/or certified digital signatures. Letters should substantiate the Bidder's capacity to provide Pregnancy Support Services as outlined in the Bid Proposal and demonstrate general support of the purposed MOMS Provider. Persons who are currently employed by the Agency are not eligible to be references.

3.3 Cost Proposal/Budget.

Content and Format

The Bidder shall fully complete Attachment I: MOMS Provider Projected Service Delivery and Cost Proposal Form (Cost Proposal) that has been provided with this RFP. Bidders shall follow the instructions for completion of the Cost Proposal and submit it in accordance with Section 3.1, Bid Proposal Formatting of this RFP.

Contract Budget

All Proposals must provide a budget using detailing an estimated cost breakdown across spending categories for each Pregnancy Support Service provided in Contract Years 1 and 2. Bidders shall complete budget(s) using Attachment I and include all costs associated with the project, including a breakdown of Indirect Costs and Outreach Efforts costs. The Cost Proposal (Attachment I) will not be scored.

Pricing Restrictions

It is important for Bidders to recognize that while it is the intent of the Agency to award up to the estimated \$1,000,000, maximum funding allocations may not be awarded to all Bidders based upon the number of applications received, total amount of funding requests, and scoring of all Bid Proposals. Bidders are expected to request the amount of funding necessary to meet the Deliverables outlined in their Proposal.

Indirect Costs

Spending on Indirect Costs under each contract, for both the MOMS Provider and all their subcontractors, cannot exceed twenty (20) percent of the total contract amount.

Outreach Efforts

Spending on Outreach Efforts shall not exceed five (5) percent of the Contract Year total for all Outreach Effort costs combined.

Additional Start-up Funding

Bidders that meet the qualifications listed in section 1.3.1.5 may be eligible for additional start-up funding. Additional start-up funding is available in Year 1 of the contract only and is limited to \$15,000.

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.

Technical Review

Phase I of Proposal evaluation will involve a preliminary review by the Issuing Officer, and/or designee, of a Bidder's compliance with the mandatory requirements, including Bidder Eligibility Submission Guidelines. Proposals that fail to satisfy these requirements may be eliminated from the Proposal review. The Issuing Officer will notify the Bidder if a rejection occurs during Phase I of the review process. The Agency reserves the right to waive minor variances.

Evaluation Committee

Phase II of the evaluation process includes review by an evaluation committee. The evaluation committee shall evaluate all Proposals in accordance with the evaluation criteria outlined in this RFP. Upon completion of the evaluation process, the committee shall rank the Proposals in order from highest scoring Proposal to lowest scoring Proposal.

Funding Methodology

Phase III will involve the MOMS Program management team reviewing the following information to develop a contract funding methodology to present to the Contract Owner.

- Total funds available.
- Total funds requested and by contract Year.
- Total project funds requested and by contract Year.
- Total start-up funds requested.
- Deidentified cost proposals, scores, and ranking.

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

- Total of all requested funding.
- Total available funding.

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.

Bid 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.

Proposals will be reviewed and scored to ensure readiness to meet MOMS Provider requirements. Bidders must earn a minimum score of 750 points to be eligible for consideration to receive funding as a MOMS Provider.

More Options for Maternal Support (MOMS) Program Pregnancy Support Services Providers

<u>Bid Proposal Components</u>	<u>Weight</u>	<u>Score (0-4)</u>	<u>Potential Maximum Points</u>
Proposal Overview (Attachment H, Section 1)	90	-----	360
Organizational Capacity (Attachment H, Section 2)	85	-----	340
MOMS Program Alignment (Attachment H, Section 3)	90	-----	360
Outreach (Attachment H, Section 4)	80	-----	320
Project Monitoring & Evaluation (Attachment H, Section 5)	85	-----	340
Funding and Sustainability (Attachment H, Section 6)	70	-----	280
Total Points	500		2000

Requests for additional start-up funding will be reviewed to determine eligibility to receive funding only (Pass/Fail) and will not be scored.

4.4 Recommendation to the Contract Owner.

The evaluation committee shall present a final ranking of all eligible Bidders and recommendation(s) to the Division Administrator with the proposed funding methodology developed by the project management team 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 (1) or more Bidders recommended for selection or a recommendation that no Bidder be selected. The Division Administrator shall consider the committee's recommendation when making the final decision but is not bound by the recommendation.

Attachment A: Release of Information
(Return this completed form with 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. If a section does not apply, label it "not applicable".)

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

Request for Confidential Treatment (See Section 3.1)		
Check Appropriate Box: <input type="checkbox"/> Bidder Does Not Request Confidential Treatment of Bid Proposal <input type="checkbox"/> Bidder Requests Confidential Treatment of Bid Proposal		
Location in Bid Proposal (Tab/Page)	Specific Grounds in Iowa Code Chapter 22 or Other Applicable Law Which Supports Treatment of the Information as Confidential	Justification of Why Information Should Be Kept in Confidence and Explanation of Why Disclosure Would Not Be in The Best Interest of the Public

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

PRIMARY BIDDER CERTIFICATIONS

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

- 1.1 Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The Bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
- 1.2 Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
- 1.3 Bidder has received any amendments to this RFP issued by the Agency;
- 1.4 No cost or pricing information has been included in the Bidder’s Proposal (Attachment H);
- 1.5 If Bidder requests confidential treatment of any information submitted in its Proposal, the Bidder expressly acknowledges and agrees that the Agency’s evaluation document(s) may reference information of which the Bidder requested confidential treatment in the Bid Proposal. These Agency evaluation documents may then be in the public domain and be open to inspection by interested parties upon the Agency’s issuance of a Notice of Intent to Award. The Agency will not redact information or references to information in evaluation documents even in instances which a Bidder requested confidential treatment in the Bid Proposal; and,
- 1.6 The person signing this Bid Proposal certifies that he/she is the person in the Bidder’s

organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one (1) year from the issuance of this RFP, whichever is earlier.

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

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

3. EXECUTION.

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

Signature:	
Printed Name/Title:	
Date:	

Attachment C: Subcontractor Disclosure Form

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

Primary Bidder ("Primary Bidder"):	
Subcontractor Contact Information (individual who can address issues re: this RFP)	
Name:	
Address:	
Tel:	
Fax:	
E-mail:	

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

More Options for Maternal Support (MOMS) Program Pregnancy Support Services Providers

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 MOMS Provider under the contract shall also apply to the subcontractor;
4. Subcontractor agrees that it will register to do business in Iowa before performing any services pursuant to this contract, if required to do so by Iowa law; and,
5. Subcontractor certifies that it will comply with Davis-Bacon requirements if applicable to the resulting contract.

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

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

Signature for Subcontractor:	
Printed Name/Title:	
Date:	

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

1. CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

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

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

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

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

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Bidder shall provide immediate written notice to the person to whom this Bid Proposal is submitted if at any time the Bidder learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The Bidder agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation

in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.

5. The Bidder further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed.

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

5. CERTIFICATION REGARDING DRUG FREE WORKPLACE

1. **Requirements for Contractors Who are Not Individuals.** If the Bidder is not an individual, by signing and submitting this Bid Proposal the Bidder agrees to provide a drug-free workplace by:
 - a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - b. establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the person's policy of maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations;
 - c. making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (a);
 - d. notifying the employee in the statement required by subparagraph (a), that as a condition of employment on such contract, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
 - e. notifying the contracting agency within 10 days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - f. imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
 - g. making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f).
2. **Requirement for Individuals.** If the Bidder is an individual, by signing and submitting this Bid Proposal the Bidder agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.
3. **Notification Requirement.** The Bidder shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):
 - a. take appropriate personnel action against such employee up to and including termination; or

More Options for Maternal Support (MOMS) Program Pregnancy Support Services Providers

- b. require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

6. NON-DISCRIMINATION

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

Attachment F: Minority Impact Statement
(Return this executed form with Bid Proposal.)

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

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

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

Describe the positive impact expected from this Project.

Indicate which group is impacted:

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

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

Describe the negative impact expected from this Project.

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

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

Indicate which group is impacted:

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

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

Present the rationale for determining no impact.

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

Definitions

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

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

b. As used in this subsection:

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

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

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

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

Attachments Specific to This RFP

1. Attachment G: More Options for Maternal Support Provider Proposal Cover Sheet and Checklist
2. Attachment H: More Options for Maternal Support Provider Proposal Form
3. Attachment I: MOMS Provider Projected Service Delivery and Cost Proposal Form
4. Attachment J: Bidder Attestation Form
5. Attachment K: Intent to Bid Form
6. Attachment L: Iowa Code § 217.41C
7. Attachment M: More Options for Maternal Support Provider Standards of Care

Attachment: Sample Contract

(These contract terms contained in the Special Terms, General Terms, and Contingent Terms for Services Contracts are not intended to be a complete listing of all contract terms but are provided only to enable Bidders to better evaluate the costs associated with the RFP and the potential resulting contract. Bidders should plan on such terms being included in any contract entered into as a result of this RFP. All costs associated with complying with these terms should be included in the Cost Proposal or any pricing quoted by the Bidder. See RFP Section 3.1 regarding Bidder exceptions to contract language.)

This is a sample form. DO NOT complete and return this attachment.

CONTRACT DECLARATIONS AND EXECUTION

RFP #	Contract #
FWBP-EIS-25-007	<i>{To be completed when contract is drafted.}</i>

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

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

Agency of the State (hereafter "Agency")	
Name/Principal Address of Agency: Iowa Department of Health and Human Services 321 E 12th Street Des Moines, IA 50319-0075	Agency Billing Contact Name / Address: <i>{To be completed when contract is drafted.}</i>
Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"): <i>{To be completed when contract is drafted.}</i>	Agency Contract Owner (hereafter "Contract Owner") / Address: <i>{To be completed when contract is drafted.}</i>

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

Contract Information	
Start Date: <i>{To be completed when contract is drafted.}</i>	End Date of Base Term of Contract: End Date of Contract: <i>{To be completed when contract is drafted.}</i>
Possible Extension(s): <i>{To be completed when contract is drafted.}</i>	
Contract Contingent on Approval of Another Agency: No	ISPO Number: N/A
Contract Include Sharing SSA Data? No	DoIT Number: N/A

Contract Execution

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

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

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

{To be completed when contract is drafted.}

1.2 Contract Purpose.

{To be completed when contract is drafted.}

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

{To be completed when contract is drafted.}

1.3.2 Performance Measures.

{To be completed when contract is drafted.}

1.3.3 Monitoring, Review, and Problem Reporting.

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

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

Monitoring Clause

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 semi-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 (1) 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 completed when contract is drafted.}

1.3.4.2 Payment Methodology.

{To be completed when contract is drafted.}

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

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

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

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

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

1.3.4.7 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 State Accounting Policy & Procedures Manual | Iowa Department of Administrative Services and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at <https://stopthiowa.org/certified-locations>, as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

1.4 Insurance Coverage.

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

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

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

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

- Provide certification of compliance with a minimum of one (1) of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater, ISO 27001 or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire, or

- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, “passed” means no unresolved high or critical findings.

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

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

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one (1) of the following security frameworks: HITRUST version 9, SOC 2, COBIT 5, CSA STAR Level 2 or greater or PCI-DSS version 3.2 prior to implementation of the system and again when the certification(s) expire.

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

1.6 Reserved. (Labor Standards Provisions.)

1.7 Reserved. (Performance Security.)

1.8 Incorporation of General and Contingent Terms.

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

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

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

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

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