



Iowa Department of Human Services

REQUEST FOR PROPOSAL (RFP)

Iowa Child Abuse Prevention Program (ICAPP)
Administrative Services
ACFS 18-004

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Attachments Posted as Separate Documents

Attachment I ICAPP Annual Evaluation SFY 2012 (PDF)

Attachment J ICAPP Annual Evaluation SFY 2013 (PDF)

Attachment K ICAPP Annual Evaluation SFY 2014 (PDF)

Attachment L ICAPP Annual Evaluation SFY 2015 (PDF)

Attachment M ICAPP Annual Evaluation SFY 2016 (PDF)

Attachment N CBCAP Annual Evaluation FFY 2013 (PDF)

Attachment O CBCAP Annual Evaluation FFY 2014 (PDF)

Attachment P CBCAP Annual Evaluation FFY 2015 (PDF)

Attachment Q CBCAP Annual Evaluation FFY 2016 (PDF)

Attachment R SFY 2017 ICAPP/CBCAP Funded Project List by County (EXCEL)

Attachment S RFP Cost Proposal Form (EXCEL)

Attachment T Agency Cultural Equity Standards (PDF)

RFP Purpose.

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

Duration of Contract.

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

Funding.

Funding for these services shall not exceed \$300,000 per contract term, including any incentive payments earned (or \$1,800,000 for the full term, including all possible extensions). The base amount for the Cost Proposal submitted in response to this RFP shall not exceed \$285,000 for SFY 2018 or \$280,000 for SFY 2019-2023 (i.e., a maximum of \$280,000 each of the five subsequent years). This is a maximum base amount of \$1,685,000.

Bidder Eligibility.

The Bidder must not have any ownership or affiliation with any entity or subcontracting entity currently receiving Program funds (including ICAPP or CBCAP awards). See Attachment R for a list of all current funded Projects by County for ICAPP and CBCAP.

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):	January 11, 2017
Agency Issues RFP to Bid Opportunities Website	January 13, 2017
Bidders' Conference Will Be Held on the Following Date and Time	February 3, 2017 2:00 p.m.
Bidder Letter of Intent to Bid Due By	February 10, 2017 2:00p.m.
Bidder Written Questions Due By	February 10, 2017 2:00 p.m.
Agency Responses to Questions Issued By	February 17, 2017
Bidder Proposals and any Amendments to Proposals Due By	February 27, 2017 12:00 p.m.
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	April 14, 2017
Contract Negotiations and Execution of the Contract Completed	May 15, 2017
Anticipated Start Date for the Provision of Services	July 1, 2017

Section 1 Background and Scope of Work

1.1 Background.

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

This RFP also combines multiple different funding streams into one single Program focused on the Prevention of Child Maltreatment before it occurs. Historically the Agency has maintained two separate Child Abuse Prevention Programs:

- ICAPP (Iowa Child Abuse Prevention Program)
 - State program, statutory basis in Iowa Code 235A.1
 - Funded with a blend of state (34%) and federal (66%) dollars
- CBCAP (Community Based Child Abuse Prevention Program)
 - Federal formula grant, statutory basis in 42 U.S.C. § 5166
 - Base funding and then additional amount based on leveraged state funds

The Agency engaged in the following actions in preparation for this RFP over the past few years:

- Gathered informal information and opinions from other state Child welfare and prevention providers and national networks,
- Utilized technical assistance support from FRIENDS National Resource Center on Community-Based Child Abuse Prevention (CBCAP),
- Consulted with the Iowa Attorney General's Office, and
- Conducted a statewide survey of Iowa's prevention network providers (See Attachment F for highlights of these survey results).

As a result of the information gained in this review the Agency has decided to combine funds received by the Agency, and designated for the purposes of Child Maltreatment, as well as those Federal sources already being directed to ICAPP (i.e., allocated amounts of TANF, CAPTA, and PSSF) into one single Child Maltreatment Program or "fund" as has been done in many other states. The fund usage shall comply with the requirements outlined in the respective legislative requirements for each funding source (i.e., United State Code, Code of Federal Regulations, and any Federal Agency Policy guidance), as well as the statutory language governing the state's prevention fund, as outlined in Iowa Code § 235A.1. This consolidation is expected to reduce administrative expenses, streamline programs/services, and allow for more effective and efficient services.

1.1.1 Iowa Child Abuse Prevention Program.

The Iowa State Legislature first established the Iowa Child Abuse Prevention Program (ICAPP) through the 1982 Iowa Acts Chapter 1259. The Program, as defined in Iowa Code § 235A.1, is supported through a fund created in the state treasury under the control of the Agency. The estimated budget for the entire ICAPP program, including the funding for this Program Administrative contract, for State Fiscal Year (SFY) 2018 is estimated to be approximately \$1.8 million. This amount includes the added CBCAP dollars. Iowa Code § 235A.1 specifically states:

235A.1 Child abuse prevention program.

1. a. A program for the prevention of child abuse is established within the state department of human services. Any moneys appropriated by the general assembly for child abuse prevention shall be used by the department of human services solely for the purposes of child abuse prevention and shall not be expended for treatment or other service delivery programs regularly maintained by the department. Moneys appropriated for child abuse prevention shall be used by

the department through contract with an agency or organization which shall administer the funds with maximum use of voluntary administrative services for the following:

- (1) Matching federal funds to purchase services relating to community-based programs for the prevention of child abuse and neglect.
- (2) Funding the establishment or expansion of community-based prevention projects or educational programs for the prevention of child abuse and neglect.
- (3) To study and evaluate community-based prevention projects and educational programs for the problems of families and children.

b. Funds for the programs or projects shall be applied for and received by a community-based volunteer coalition or council.

2. The director of human services may accept grants, gifts, and bequests from any source for the purposes designated in subsection 1. The director shall remit funds so received to the treasurer of state who shall deposit them in the general fund of the state for the use of the child abuse prevention program.

Source: [Iowa Code § 235A.1](#)

1.1.2 Iowa Child Abuse Prevention Program fund.

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

235A.2 Child abuse prevention program fund.

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

2. Moneys in the fund that are authorized by the department for expenditure are appropriated, and shall be used, for the purposes described in section 235A.1 of preventing child abuse and neglect.

Source: [Iowa Code § 235A.2](#)

1.1.3 Child Abuse Prevention Program Advisory Committee (CAPPAC).

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

- (1) Advise the director of human services and the administrator of the division of the department of human services responsible for child and family programs regarding expenditures of funds received for the child abuse prevention program;
- (2) Review the implementation and effectiveness of legislation and administrative rules concerning the child abuse prevention program;

- (3) Recommend changes in legislation and administrative rules to the general assembly and the appropriate administrative officials;
- (4) Require reports from state agencies and other entities as necessary to perform its duties;
- (5) Receive and review complaints from the public concerning the operation and management of the child abuse prevention program; and
- (6) Approve grant proposals.

Source: [Iowa Code § 217.3A](#)

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

1.1.4 Program Grantees – Community-Based Volunteer Coalitions.

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

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

ICAPP – Historical Background Information

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

CBCAP – Historical Background Information

Historically CBCAP funds have not been included in the state trust fund and, instead, were awarded through another Agency initiative, Community Partnerships for Protecting Children (CPPC). CPPC sites do not exist as separate legal entities and therefore the Agency and/or each awarded CPPC site has had to identify a legal entity to act as a recipient for CBCAP funds for each awarded Project contract. These Fiscal Agents have then been responsible for accepting and disbursing funds to the identified service providers on behalf of the CPPC.

It is the opinion of the Agency that the definition in 441 Iowa Admin Code Ch.155 is broad enough to include Councils or CPPC sites. However, in order to enhance Program efficiency, liability, and accountability, recipients of funding will need to exist as legal entities or identify a parent organization willing to “Do Business As” the community’s Coalition or Council. Going forward the successful Bidder of this RFP will play a critical role, as Program Administrator, in bringing these local networks together to identify one single “Community-Based Volunteer Coalition” or “Community Council” in each of the

identified service areas (i.e., a county or group of counties) before the next Project RFP for SFY 2019. A list of all Councils and CPPC sites, currently receiving either ICAPP or CBCAP funds, is located in Attachment R.

1.1.5 Current and Future Path of the Program.

The Program is currently administered through two separate Agency contracts with a statewide organization (given that CBCAP funds have historically remained separate from the Program fund). Program funds for the local service contracts, for both ICAPP and CBCAP, have been maintained within state accounts and paid through individual contracts issued to each Coalition/Council or CPPC site through a competitive procurement process. Current local service contracts under both ICAPP and CBCAP will run through June 30, 2018. A map of existing contracts by county is located in Attachment G.

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

- Community Development (5)—public awareness, community needs assessments, Council development, and community engagement
- Home Visitation Services (16)—voluntary evidence-based home-visiting models
- Parent Development (43)—parent support, education, and leadership
- Respite/Crisis Care Services (10)—short term Child care services for families at risk
- Sexual Abuse Prevention (34)—healthy sexual development, and adult/Child focused instruction

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

- Community-Based Family Team Decision Making (CBFTDM) Meetings (1)—community-based family conferencing for families not involved in formal Child protective or welfare services
- Crisis Child Care (4)—short term Child care services for families at risk
- Fatherhood Programming (7)—parenting programs focused primarily on interventions with fathers
- Parent Development (24)—parent support, education, and leadership

Over the past several years both of these Programs have increasingly promoted the use of Evidence-Based and Evidence-Informed practices in prevention and have implemented the use of the Protective Factors Survey (PFS) to measure the effectiveness of the various Projects. The only exception to the use of the PFS occurs with Community Development and Sexual Abuse Prevention Projects (currently funded only under ICAPP), where the PFS would not be an appropriate instrument of measurement. It is expected that the successful Bidder will review the evaluation and analyses that has been conducted over recent years. Annual evaluation reports can be located in Attachments I thru Q (SFY 2012-2016 for ICAPP and FFY 2013-2016 for CBCAP), along with reviewing any other relevant data, to develop a strategic plan for continuing to move the Program toward data-driven decisions and accountability.

General Scope of Work Requirements

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

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

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

1.2 RFP General Definitions.

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

“Agency” means the Iowa Department of Human Services.

“Bid Proposal” or **“Proposal”** means the Bidder’s Proposal submitted in response to the RFP (ACFS 18-004).

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

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

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

Definitions Specific to this RFP.

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

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

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

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

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

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

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

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

“Child Maltreatment” or **“Maltreatment”** refers to abuse or neglect as defined in Iowa Code § 232.68.

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

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

“Community-Based and Prevention-Focused Programs and Activities Designed to Strengthen and Support Families to Prevent Child Abuse and Neglect” or **“Core Services”** means family resource programs, family support programs, voluntary home visiting programs, respite care programs, parent education, mutual support programs and other community programs or networks of programs that provide activities that are designed to prevent Child Maltreatment.

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

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

- Shared Decision Making
- Neighborhood/Community Networking
- Individualized Course of Action (Family Team Meetings and Youth Transition Decision-Making)
- Policy and Practice Change

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Program Administrator” or **“ICAPP Administrator”** means the entity contracted by the Agency to provide administrative support services for ICAPP. Currently (SFY 2017) this administration is separated into two separate contracts to administer ICAPP and CBCAP. Going forward (SFY 2018) the ICAPP Administrative contract and the Program will include Federal CBCAP funding.

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

“Project(s)” mean the individual local service Projects funded under the Child abuse prevention Program, as awarded by the Agency.

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

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

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

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

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

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

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

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

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

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

“State Lead Agency” means the single entity identified by the Governor of each state for the purposes for CBCAP. The designation of a lead entity by the Governor should be based on a determination that the entity is the most appropriate organization to accomplish both the Child abuse and neglect prevention activities and the family strengthening and support goals of the CBCAP program. That determination should be based on the demonstrated ability of the entity to: (1) integrate Child abuse and neglect prevention services and activities; and (2) leverage and blend state, federal and private funds at the local level for these activities. Lead entities must:

- (a) Be an existing public, quasi-public, or nonprofit private entity that exists to strengthen and support families to prevent Child abuse and neglect;
- (b) Demonstrate the ability to work with other state and community-based agencies to provide training and technical assistance; and
- (c) Demonstrate the commitment to involving parents who are consumers and who can provide leadership in the planning, implementation, and evaluation of programs and policy decisions of the lead agency in achieving the outcomes of the program.

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

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

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

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

1.3 Scope of Work

Deliverables

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

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

1.3.1.1 Comprehensive Statewide Assessment and Strategic Plan Services

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

1.3.1.2 Comprehensive Statewide Assessment and Strategic Plan Deliverables

A. Comprehensive Needs Assessment of Child Maltreatment in Iowa.

- a. The Contractor shall conduct a thorough statewide inventory of current programs, initiatives, and funding in Iowa with a primary or secondary goal of preventing Child Maltreatment.
 - i. Contractor shall, at minimum, consider the following the following programs:
 - MIECHV (Maternal Infant Early Childhood Home Visitation) Program – Iowa Department of Public Health (IDPH);
 - Maternal and Child Health Programs (Title V) – IDPH;
 - HOPES/HFI (Healthy Families Iowa) Home Visitation Program – IDPH;
 - Early Childhood Iowa, Family Support Programs – Department of Management (DOM);
 - Decategorization – Iowa Department of Human Services (IDHS);
 - Family Development and Self-Sufficiency (FaDSS Program) and other Community Action Association Programs– Department of Human Rights (DHR);
 - Shared Visions, Early Access, Early Head Start or other educational programs for children and families identified at-risk – Iowa Department of Education (IDOE); and
 - Sexual Abuse Prevention programs funded through ICASA (Iowa Coalition Against Sexual Assault) or other similar statewide organizations or state agencies (i.e., IDPH, Iowa Attorney General’s Office, etc.).
 - b. The Contractor shall provide an overview of how these programs intersect with current ICAPP/CBCAP funded Projects. This analysis shall include, at minimum, the following:
 - i. The percentage of ICAPP/CBCAP funded Projects also receive funding from other state agencies or statewide programs,
 - ii. The range and average of the percentage these total Project budgets are funded through ICAPP/CBCAP (i.e., of those with blended funding, what portion of the budget is from ICAPP/CBCAP vs. other sources).

- iii. The overarching program purposes, goals, or objectives of these other sources of funding and how well they align or differ from the goals of ICAPP/CBCAP to prevent Child Maltreatment.
 - c. The Contractor will provide an analysis of the number/percentage of current ICAPP/CBCAP funded Projects that utilize an Evidence-Based or Evidence-Informed curricula and whether the results of such evidence is correlated specifically to preventing Child Maltreatment or if the evidence relates to other factors (i.e., school readiness, juvenile justice prevention, etc.).
 - i. The Contractor shall conduct this analysis in accordance with Evidence-Based clearinghouses and other reliable sources. Suggested resources for these can be located in Section 2.4 Online Resources.
- B. Statewide Strategic Plan for the Prevention of Child Maltreatment.**
- a. In conducting the needs assessment, and reviewing the findings, the Contractor will develop an Agency approved strategic statewide plan for the prevention of Child Maltreatment. The Contractor shall develop the plan with input from the Agency, the Child Abuse Prevention Program Advisory Committee, and other relevant stakeholders.
 - i. The Contractor shall include the following components in the plan, at minimum:
 - Short-term, mid-term, and long-term goals and objectives for reducing Child Maltreatment in the state;
 - A plan for determining the specific types of Projects and interventions to be funded under the Program. Project types shall be based on need, correlation to data on Maltreatment, and likelihood of effectiveness;
 - A plan for the meaningful involvement of Program Participants and parents in Program planning at the state level;
 - A plan to address issues of racial and cultural inequity in prevention programming;
 - a. See Attachment T for Agency Cultural Equity Standards.
 - A plan to reach Special Populations and target services to individuals, families, and communities at greater Risk for Child Maltreatment;
 - Measureable indicators to gauge progress towards goals/objectives; and
 - A timeline for regular review of the plan by the Contractor, Agency, CAPPAC, and other stakeholders;
 - An identified process for revising the plan as needed
 - ii. The Contractor shall adhere to the plan in preparing statewide procurements for local Child Maltreatment prevention Projects over the course of the Administrative Contract (i.e., the initial term and all potential renewals through SFY 2023).
 - iii. If, at any point during the Contract, the Agency determines the plan requires updating, the Contractor shall update the plan for the Agency's approval with 30 days of the request.

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

1.3.2.1 Administrative Support Services.

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

1.3.2.2 Administrative Support Services Deliverables.

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

- a. The Contractor shall establish a working relationship with existing Councils and/or CPPC sites and provide support and technical assistance for new Council development, in areas (i.e., county, region, etc.) where Councils do not currently exist.
- b. The Contractor shall provide support and technical assistance in service collaboration and general community development and engagement.
 - i. The Contractor shall assure that local ICAPP Councils are working collaboratively with other existing community boards, coalitions, and service providers, including but not limited to the following programs/initiatives:
 1. Decategorization;
 2. Community Partnerships for Protecting Children;
 3. Early Childhood Iowa (ECI);
 4. Family Development and Self-Sufficiency (FaDSS);
 5. Public Health programs;
 6. Community-Based Corrections;
 7. Community Mental Health and Substance Abuse service providers; and
 8. Domestic Violence/Sexual Assault prevention and advocacy.
 - ii. The Contractor shall encourage such collaboration through the following activities:
 1. Drafting an Agency approved competitive RFP for Projects that aligns with a broader continuum of prevention and treatment programming and does not duplicate or leave additional gaps in local services.
 2. The Contractor shall also, when requested, provide training and/or technical assistance to interdisciplinary community groups on the different goals and objectives for Child Maltreatment prevention Projects, compared with Child abuse treatment initiatives or other initiatives with different goals and objectives (i.e., economic self-sufficiency, school-readiness, juvenile delinquency prevention, etc.).
- c. The Contractor shall provide support and technical assistance on member recruitment and retention for Council and/or CPPC sites as it relates to the Program. These membership requirements may be met through collaboration with existing interdisciplinary community teams.
 - i. The Contractor shall ensure that membership of local prevention Coalitions or Council include at least one representative of each of the following groups or disciplines (with full compliance being considered at least 6 of the 7 required disciplines at any given time or 90%):

1. Education and/or Early Childhood Education, including but not limited to Child care providers, educators, school administrators.
 2. Public Safety or Law Enforcement, including but not limited to police officers, community corrections, probation officers, juvenile court officers.
 3. Child Welfare, including but not limited to DHS Child Protective Workers (i.e., Social Worker IIIs), DHS Child Welfare Workers (Social Worker IIs), DHS Supervisors or Administrators, contracted child welfare service providers, e.g., Community Care or Family Safety, Risk and Permanency (FSRP) providers.
 4. Medical and/or Mental Health, including but not limited to medical physicians, visiting nurses, clinical therapists, public health providers/administrators.
 5. Domestic Violence/Sexual Assault Advocacy Services, including but not limited to victim advocates, shelter program administrators, service providers.
 6. Substance Abuse Services, including but not limited to substance abuse treatment workers, Certified Alcohol and Drug Counselors (CADC), program administrators.
 7. Parent Participant, including but not limited to current or former Participants of ICAPP/CBCAP programming or other similar prevention programming, Parent Partners, parents with a history of involvement with Child Protective Services.
- ii. The Contractor shall provide a summary of all Coalition or Council memberships (for Projects funded in that SFY) to the Agency at least annually.
1. For example, the summary shall include the number/percentage of Councils with full membership and an analysis of any trends regarding challenges with representation.

B. Program Development Support and Technical Assistance.

- a. The Contractor shall provide local Coalitions or Councils with information, training and technical assistance in the following areas:
 - i. Council member recruitment and retention;
 - ii. General grant writing and fundraising;
 - iii. General business practices (i.e., budgeting, contract management, and accounting principles);
 - iv. Program development;
 - v. Evidence-Based/Evidence-Informed practices and fidelity monitoring;
 - vi. Community development and collaboration;
 - vii. Child welfare trends and data;
 - viii. Cultural Competence and Disproportionate Representation;
 1. See Attachment T for the Agency's Cultural Equity Standards as they relate to Child welfare.
 - ix. Public awareness campaigns and recent changes in the law;
 - x. Research and evaluation;
 - xi. Program fidelity; and
 - xii. Continuous Quality Improvement (CQI).
- b. Meeting Requirements.

- i. The Contractor shall attend an average of at least one local or regional Council meeting monthly (i.e., 12 different meetings each SFY). The Contractor must attend a different Council meeting each month and shall report attendances in each quarterly report to the Agency along with a summary of any information or materials provided to the Coalition or Council by the Contractor.
- ii. The Contractor shall attend the Child Abuse Prevention Program Advisory Committee (CAPPAC) meetings as requested by the Agency and shall report attendance in each quarterly report to the Agency.
- iii. The Contractor shall participate in the statewide Child Protection Council Citizen Review Panel (CPCCRP) to provide the prevention perspective on the broader Child welfare system. Contractor shall report activities of the CPCCRP and any recommendations regarding prevention in the quarterly report to the Agency.
- iv. The Contractor shall, as requested by the Agency, attend any additional relevant meetings of Child welfare stakeholders for the purposes of achieving overall system and service array improvements as required by the Federal Child and Family Services Review (CFSR) or the state's Annual Program and Service Report (APSR). The Contractor shall be report this attendance in each quarterly report to the Agency.

C. General Contract Administration and Project RFP

- a. The Contractor shall ensure that at least one current member of its staff has received all Agency required training related to state contract management within the first two years of the Contract and must take an annual update course thereafter.
 - i. Current Agency Courses include, but are not necessarily limited to:
 1. Cont. 101 - Contracting Basics
 2. Cont. 110 - Service Procurement & Template Overview
 3. Cont. 120 - Contract Creator (C2) and PCQ Basics (OPTIONAL)
 4. Cont. 130 - Scope of Work Basics: Deliverables, Performance Measures, Monitoring/Review
 5. Cont. 140 - Contract Terms and Conditions
 6. Cont. 210 - RFP Development and RFP Template Overview
 7. Cont. 220 - Monitoring and Review Activities
 - ii. The Contractor shall request the Agency Contract Manager's assistance in scheduling/registering Contractor staff for these courses.
- b. The Contractor shall be responsible for identifying the eligible entities that may apply for Project funding prior to the issuance of a Project RFP.
 - i. These entities must be able to legally do business in Iowa or identify a parent organization willing to be the named as the recipient of funding and "do business as" the Community-Based Volunteer Coalition or Council.
 - ii. Entities must meet the requirements outlined in the definition of a "Community-Based Volunteer Coalition or Council" in 441 Iowa Admin Code Ch. 155.
 - iii. In counties/regions where there are both Child Abuse Prevention Councils and CPPC sites currently receiving funding under ICAPP/CBCAP (i.e., SFY 2017-2018), the Contractor will bring these groups together to reach consensus on the identification of a single entity to apply for funding in SFY 2019 (for each county or group of counties).
 - iv. The Contractor shall require community support for the identified Community-Based Volunteer Coalitions or Council in the Project RFP.

1. The Contractor shall create a document or Memorandum of Understanding (MOU) to verify that, at minimum, the Child Abuse Prevention Coalition or Council and the CPPC Shared Decision Making team are in agreement in regards to the chosen entity that will be the Project applicant for each identified county or group of counties throughout the state.
 2. The Contractor shall ensure these agreements are in place prior to the release of a Project request for proposals (RFP).
 3. The Contractor shall provide a list to the Agency of all legal entities within the state acting as a Community-Based Volunteer Coalition or Council and the service areas covered by each (i.e., the county or group of counties).
- c. The Contractor shall develop an Agency approved competitive statewide request for proposals (RFP) to local Community-Based Volunteer Coalitions or Councils. The Contractor shall include in such RFP, scored criteria to include, but not necessarily be limited to:
- i. Demonstration of the Child welfare needs as they relate to other local prevention and treatment services available and potential gaps in the service array, for each county in which services are being proposed for;
 - ii. Demonstration that the proposed Project's target population and outcomes correlate with local data on the type and prevalence of Child Maltreatment reported to the Agency in that area. Local statistics to document the need must be required in the RFP;
 - iii. Demonstration that Projects are Culturally Competent and, where appropriate, addresses the issue of Disproportionate Representation in the Child welfare system (see Attachment T for the Agency's Cultural Equity Standards document);
 - iv. Demonstration that Projects include a plan to target Special Populations and Children and families at greater Risk for Maltreatment;
 - v. Demonstration that Project planning and evaluation involves Participant input;
 - vi. Demonstration of local collaboration with other existing boards, coalitions, and service providers to avoid duplication or gaps in the broader service array; and
 - vii. Demonstration that Projects funded rely on Evidence-Based or Evidence-Informed Best Practices in the area of Child abuse prevention. See Section 2.4 Online Resources for additional resources on what constitutes Evidence-Based or Evidence-Informed programming.
 1. Projects proposed that do not demonstrate Evidence-Based or Evidence-Informed Practices or Programs for the prevention of Child Maltreatment will not be funded through ICAPP.
- d. The Contractor shall, as directed by the Agency, assist with the dissemination of the Project RFP in compliance with all state procurement laws.
- e. The Contractor shall assure the Project RFP is fair and objective by developing and implementing a process consistent with all federal, state, and local procurement regulations, and Agency policies. In addition, the total amount of funds awarded for Projects in each community (relative to the total amount of funds available) must be directly tied to one or more of the following aspects:
- i. Local Council area's population of Children 0-17;
 - ii. Rate of local reported and/or confirmed incidences of Child abuse or neglect, as defined in Iowa Code § 232.68;

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

D. Ongoing Contract Management and Monitoring

- a. The Contractor shall draft Project Grantee contracts and facilitate execution with each Community Coalition or Council that has been granted an award. Contracts shall be created using current Agency contracting documents and shall include all required components.
- b. The Contractor shall maintain a separate electronic contract file for each Grantee receiving Program funds. The Contractor shall make these files available to the Agency upon request, and the files must include, at a minimum:
 - i. Any written Contractor correspondence with the Grantee regarding the contract, contract performance, or payments;

- ii. Documentation of Contractor monitoring via documented receipt and review of Project reports, as well as documentation of monitoring visits; and
- iii. All approved Grantee Invoices and supporting documentation.
 - 1. This may be accomplished through use of the IowaGrants.gov website beginning with Projects funded in SFY 2019. In the event this change is made by the Agency, the Contractor shall ensure at least one member of its staff receives required training in the use of IowaGrants.gov.
- c. The Contractor shall perform an analysis of all Project requests and recommended awards, to confirm that the mix of Projects funded conform to the financial obligations placed on funds by state or federal law (e.g., specific requirements under PSSF around Secondary Prevention, state appropriation specific to Child sexual abuse prevention, etc.).
- d. The Contractor shall require Project grantees to keep and report the following statistical information and utilize the Agency identified database (FSSD) to collect this information:
 - i. Services provided (number of classes/groups, number of visits, hours of care, etc.);
 - ii. Number of Participants served (adults, families and Children);
 - iii. Recruitment rate—number of new Participants (i.e., not having participated in same Project in the prior reporting period);
 - iv. Retention rate—number of returning Participants (i.e., having participated in same Project in the prior reporting period); and
 - v. Demographic data on Participants served, to include, but not be limited to:
 - 1. Family structure;
 - 2. Age (of all adult and Child Participants);
 - 3. Geographic location (home zip code);
 - 4. Race/Ethnicity;
 - 5. Education level; and
 - 6. Income level.
 - vi. The incidence of Participant Risk Factors present. Risk Factors to be measured include, but are not limited to, the following:
 - 1. Participant is a young parent (birth of first Child before 20 years of age);
 - 2. Participant's household income is at or near poverty level;
 - 3. Child with a Disability;
 - 4. Child age 0-5 years; and
 - 5. Participant with a history of any of the following:
 - a. Victim of abuse/neglect as Child;
 - b. Disability (intellectual/developmental or physical);
 - c. Mental illness;
 - d. Substance abuse; and
 - e. Domestic violence.
- e. The Contractor shall review data gathered through the Agency identified database (FSSD) on at least a quarterly basis, to determine Project compliance with output measures and evaluation measures.
- f. The Contractor shall work with Grantees having difficulties implementing a Project. The Contractor may recommend amendments to a Grantee contract assuming the revisions do not change the general scope of work.
 - i. The Contractor may also recommend to the Agency that a Program Improvement Plan (PIP) be developed for Grantees unable to meet performance measures.

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

E. CBCAP State Lead Agency Activities.

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

F. Administrator Service Reporting Requirements.

- a. The Contractor shall summarize progress towards Deliverables and performance measures in a quarterly report to the Agency. Quarterly reports must include, but are not limited to, the following information:
 - i. A summary of Grantee service deliverables and outputs from the previous quarter, as well as year-to-date totals;
 - ii. A financial summary of Grantee dollars spent in the previous quarter, including funds from this Program and the amounts and sources of any matched funds at the Grantee level;
 - 1. Financial summaries must include a breakdown of ICAPP/CBCAP funds expended each quarter and the amount of other federal, state, local, or private funds reportedly expended each quarter.
 - iii. A summary of Contractor performance measure progress; and
 - iv. A summary of Grantee performance measure progress.

1.3.3 Research and Evaluation of Community Based Prevention Projects.

1.3.3.1 Research and Evaluation Services.

Research and evaluation services include the overall evaluation of the Program as a whole and its effectiveness in reducing the Risk of Child Maltreatment throughout the state of Iowa by increasing key Protective Factors for the individuals and families served. This will involve the Contractor's continued use of the Protective Factors Survey developed by FRIENDS National Resource Center. The Contractor shall also evaluate the use of emerging and promising practices in the prevention of Child Maltreatment and reporting findings to the Agency.

1.3.3.2 Research and Evaluation Deliverables.**A. Child Maltreatment and Prevention Research.**

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

B. Developing a Research/Data Driven RFP.

- a. The Contractor shall utilize existing data, as well as the information garnered from the Needs Assessment, regarding the specific gaps in services for the prevention of Child Maltreatment in Iowa.
 - i. The Contractor shall use this information in developing the state's strategic plan (identified in Section 1.3.1) and to justify the types of Projects proposed for funding in the SFY 2019 Project RFP.
- b. The Contractor shall propose Program areas for funding that align with trends in the rates and types of Child Maltreatment.
 - i. Some examples include, but are not limited to, the following:
 1. The greatest percentage of confirmed Child Maltreatment in Iowa is Denial of Critical Care (72% of all cases in 2015), also known as "neglect." Therefore, the Project RFP must support Projects that specifically address Child neglect.
 2. Sexual abuse in Iowa, as well as the nation, has been declining for decades. In 2015, 5% of all cases of abuse were for sexual abuse. Therefore interventions to prevent Child sexual abuse should be funded proportionally and with regard to the specific appropriations bill that allocates those state dollars.

C. Program Evaluation.

- a. Community Engagement/Development and/or Public Awareness Evaluation.
 - i. The Contractor shall determine whether Projects for the purposes of community development, engagement, or public awareness are necessary to reduce Child Maltreatment in the state (through the Needs Assessment conducted).

- ii. The Contractor shall determine the appropriate methods for evaluation for these types of services, depending on the Project goals and objectives.
- b. Core Services (i.e., Family Support Services) Evaluation.
 - i. The Contractor shall continue to utilize the current Protective Factors Survey (PFS) to measure effectiveness of all Core Services Projects.
 - 1. The Contractor may allow up to 30% of Core Services Projects to use the piloted version of the PFS (in conjunction with FRIENDS National Resource Center), until the tool has been deemed reliable and valid.
 - 2. In the event a new PFS tool is determined to be valid and reliable over the course of this Contract, the Contractor shall implement the new version and provide training and technical assistance to Project Grantees on the revised tool.
 - ii. The Contractor shall report annually to the Agency on the effectiveness of Core Services funded, based on measured increases in participant Protective Factors.
 - iii. The Contractor shall review and analyze existing Program data and develop benchmarks for Core Services Project performance measures on evaluation within the first three years of the Contract.
 - 1. The Contractor, through research and analysis, shall determine what level of change is necessary to be statistically significant (i.e., by Project type, Grantee, or other aggregate data sets analyzed)
 - 2. The Contractor shall determine what evidence exists, through evaluation efforts, to indicate Projects resulted in a successful intervention or outcome.
- c. Sexual Abuse Prevention Services Evaluation.
 - i. The Contractor shall determine whether Projects for the purposes of Sexual Abuse Prevention are necessary to reduce Child Maltreatment in the state (through the Needs Assessment conducted).
 - ii. The Contractor shall clearly articulate the Scope of Work requirements for Sexual Abuse Prevention programming, along with requirements for evaluation, with the Project RFP.
 - iii. The Contractor shall determine the appropriate methods for evaluation for these types of services, depending on the Project goals and objectives.

D. Research and Evaluation Support for all Grantees.

- a. The Contractor shall provide training and technical assistance to local Grantees regarding Evidence-Based and Evidence-Informed best practices and programs in the prevention of Child abuse and neglect. Types of training/technical assistance may include, but not necessarily be limited to:
 - i. Publication and distribution of literature reviews and best practice guidance documents;
 - ii. Conference calls and webinars;
 - iii. Live in-person trainings; and
 - iv. One-on-one consultation.
- b. The Contractor shall evaluate all Projects annually, at a minimum, to determine how well the goals and objectives of the Project are being met.
- c. The Contractor shall provide training and technical assistance to local Grantees on administering the PFS and utilizing the Agency identified data collection system (FSSD).
- d. The Contractor shall provide Grantees with feedback as to the effectiveness of their Projects in comparison with other similar Projects throughout the state.

- e. The Contractor shall support Grantees with implementing a Continuous Quality Improvement (CQI) process.
 - f. The Contractor shall identify ways to monitor and measure Projects on their fidelity to Evidence-Based program and practice models.
- E. Support for Emerging and Promising Practices.**
- a. The Contractor shall support the use of emerging and promising practices in local Projects by providing information to local Coalitions or Councils on such practices.
 - b. The Contractor shall evaluate the effectiveness of such Projects and utilize outcomes in assessing funding for the subsequent year's Projects.
- F. Annual Evaluation Report.**
- a. The Contractor shall provide an annual Program evaluation report to include, but not be limited to, the following:
 - i. A summary of any analysis done in the prior year regarding Child Maltreatment data and trends, and a description of how data was shared with Grantees.
 - ii. A summary of all services provided and demographic data collected on Program Participants in the prior State Fiscal Year;
 - iii. A summary of the outcomes for all Projects, including the level of change in family Protective Factors, as measured by the PFS; and
 - iv. An analysis of the data collected, reported outcomes, measured changes in Protective Factors, and implications for Program improvements.
 - 1. Contractor shall conduct analyze over the span of several years where data is available and when Projects are funded for more than one SFY.
 - 2. Contractor shall analyze data looking for trends in effectiveness and different impacts with various Special Populations.
 - v. A description of Continuous Quality Improvement (CQI) efforts underway by the Contractor and ways the evaluation data is being used to enhance programming at the Project level and at the broader Program level.

1.4 Performance Measures and Monitoring Activities

1.4.1 Comprehensive Statewide Assessment and Strategic Plan

1.4.1.1 Comprehensive Statewide Assessment and Strategic Plan Performance Measures

PM 1 – The Contractor shall submit the comprehensive statewide needs assessment to the Agency no later September 1, 2017.

PM 2 – The Contractor shall make any Agency requested changes to the assessment and submit a final assessment by October 2, 2017.

PM 3 – The Contractor shall develop a strategic plan and submit for Agency approval no later than December 1, 2017.

PM 4 – The Contractor shall make any Agency requested changes to the strategic plan and submit a final plan by January 2, 2018.

1.4.1.2 Comprehensive Statewide Assessment and Strategic Plan Monitoring Activities

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

- a. Participate in any established workgroups relevant to the needs assessment,
- b. Review and provide feedback to the Contractor on the draft needs assessment by Sept. 15, 2017; and
- c. Review and provide feedback to the Contractor on the draft strategic plan by December 15, 2017.

1.4.2 Administrative Support Services.

1.4.2.1 Administrative Support Services Performance Measures.

PM 1 – The Contractor shall assure a minimum of 75% of all Coalitions or Councils are meeting membership requirements in State Fiscal Year (SFY) 2018 at the compliance rate of 90%.

PM 2 – The Contractor shall assure that, in each subsequent year of the Contract, Council membership compliance rates shall increase 5% from the previous Fiscal Year until reaching the desired 90% compliance rate.

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

- **Quarterly Service Reports** – Reports shall be provided by the following dates:
 - 1st Quarter—July 1 thru September 30 Due: October 31
 - 2nd Quarter—October 1 thru December 31 Due: January 31
 - 3rd Quarter—January 1 thru March 31 Due: April 30
 - 4th Quarter—April 1 thru June 30 Due: July 31
- **Identified Coalition/Council List** – The Contractor shall provide a list to the Agency of the single identified Community-Based Volunteer Coalition or Council for each of Iowa's 99 Counties by November 1, 2017.
- **Project RFP** – The Contractor shall provide a draft RFP for Projects for SFY 2019 to the Agency Contract Manager no later than November 15, 2017.
- **CBCAP Report/Application** – The Contractor shall provide the Agency with draft report and application documents at least 30 days prior to the federal due dates.
 - Due Dates are set by the Federal Children's Bureau and are not always the same.
 - For planning purposes, typically the report on the previous FFY is due by January 30th of each year and the application for current FFY is due in early June.

PM 4 – The Contractor shall randomly select a minimum of 10% of all funded Projects to be reviewed through formal monitoring visits each SFY (either in-person or via submission of materials to the Contractor via mail, email, or fax).

- The minimum of 10% of Projects reviewed shall not include multiple Projects awarded to the same Grantee.

1.4.2.2 Administrative Support Services Monitoring Activities

- A. The Agency Contract Manager will participate in the following activities related to the monitoring of these Deliverables and performance measures:
- a. Participate in quarterly meetings with the Contractor to review performance measures, reports, and other administrative tasks;
 - b. Meet with the Contractor as needed during the drafting and review process of the Project RFP;
 - c. Review and provide feedback to the Contractor on the draft RFP by December 1, 2017;
 - d. Accompany Contractor on onsite monitoring/review visits, when available, with Grantees; and
 - e. Register Contractor staff for any Agency provided training on contract management and monitoring.

1.4.3 Research and Evaluation.

1.4.3.1 Research and Evaluation Performance Measures.

PM 1 –The Contractor shall provide an annual Program evaluation report to the Agency within 60 days of the end of the State Fiscal Year.

PM 2 –The Contractor shall propose a plan for Agency approval for monitoring fidelity of Projects funded in SFY 2019 and subsequent years. The Contractor shall propose this plan to the Agency with the draft Project RFP due November 15, 2017.

PM 3 – The Contractor shall develop measureable benchmarks based on existing data, as well as data collected through SFY 2019, to identify target measures for each Project type funded by January 1, 2020.

1.4.3.2 Research and Evaluation Monitoring Activities.

- A. The Agency Contract Manager will participate in the following activities related to the monitoring of these Deliverables and performance measures:
- a. Participate in an annual review with the Contractor and Child Abuse Prevention Program Advisory Committee to review the Contractor’s performance towards research and evaluation measures.
 - b. Provide feedback to the Contractor in regards to ongoing evaluation efforts and research activities and publications prepared by the Contractor.
 - c. Review the Contractor’s proposed measureable benchmarks and indicators for Projects and decide on implementation of specific outcome measures beginning in SFY 2021.

1.4.4 Additional Agency Responsibilities.

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

- A. Responding to day to day questions from the Contractor.
- B. Facilitating meetings of the Child Abuse Prevention Program Advisory Committee (CAPPAC).

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

1.4 *Contract Payment Methodology.*

Contractor Payments.

Contractor shall invoice the Agency monthly for reimbursement of the costs associated with meeting the Deliverables of the Contract. This reimbursement shall be in accordance with the Cost Proposal submitted by the Contractor (see Attachment S). The Contractor shall also complete and submit a full line item budget for SFY 2018 to the Agency Program Manager prior to Contract execution. Each subsequent SFY the Contractor shall resubmit a line item budget to the Agency Program Manager for approval at least 90 days prior to the beginning of the SFY, to be considered with the Contractor's annual renewal amendment. **The line item budget will have a restriction of 20% of the SFY Total for all Indirect Costs combined.**

Contractor Payment for Performance.

The base contract maximum will be limited to \$285,000 in SFY 2018. In the event that the Contractor meets all required performance measures, as determined by the Agency, in the 1st, 2nd, and/or 3rd quarter of SFY 2018, the Contractor will be allocated an additional \$5,000 to be utilized in the following SFY quarter (i.e., an additional allowance in the 2nd, 3rd, and/or 4th quarters), for a maximum of \$300,000 in any given SFY.

For subsequent years, SFY 2019-2023 the maximum base award shall be \$280,000 per SFY, with up to \$20,000 in incentive allowances, i.e., when 4th quarter performance measures are met the Contractor will be allocated the incentive amount to be used in the 1st quarter of the following SFY, assuming the Contract is renewed. **The Contractor shall not include the incentive allowance in the base cost proposal.** Submission of a Cost Proposal that exceeds the Base Amount for any single SFY will result in disqualification. See the highlighted column for the maximum Base Amount to be used in the Cost Proposal submitted in response to this RFP.

Incentive Payments.

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

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

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

SFY	Base Amount Maximum	Incentive Maximum*	Total Maximum
2018	285,000	15,000	300,000
2019	280,000	20,000	300,000
2020	280,000	20,000	300,000
2021	280,000	20,000	300,000
2022	280,000	20,000	300,000
2023	280,000	20,000	300,000
Full-term Max	1,685,000	115,000	1,800,000

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

Section 2 Basic Information About the RFP Process

2.1 Issuing Officer.

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

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

2.2 Restriction on Bidder Communication.

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

2.3 Downloading the RFP from the Internet.

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

2.4 Online Resources

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

Child Abuse Prevention Information and Resources

ARCH National Respite Coalition (NRC)

<http://www.archrespite.org/>

American Professional Society on the Abuse of Children

<http://www.apsac.org/>

Annie E. Casey Foundation

<http://www.aecf.org/>

Child Welfare Information Gateway

<http://www.childwelfare.gov/>

Office of Juvenile Justice and Delinquency Prevention

<http://www.ojjdp.gov/>

Prevent Child Abuse America

<http://www.preventchildabuse.org/>

Child Abuse Prevention Network—Cornell University

<http://child.cornell.edu/>

US Dept. of Health and Human Services Administration for Children and Families

<http://www.acf.hhs.gov/>

FRIENDS National Resource Center for Community-Based Prevention

<http://www.friendsnrc.org/>

Child Welfare League of America

<http://www.cwla.org/>

Evidence-Based Resources and Information

The California Evidence-Based Clearinghouse for Child Welfare

<http://www.cebc4cw.org/>

Centers for Disease Control and Prevention

<https://www.cdc.gov/violenceprevention/childmaltreatment/prevention.html>

Child Welfare Information Gateway – Evidence-Based Practice (Prevention)

<https://www.childwelfare.gov/topics/preventing/evidence/>

Promising Practices Network

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

Information on the Protective Factors Survey

Annotated Measurement Tools by Protective Factor, Various Authors

<http://friendsnrc.org/evaluation-toolkit/compendium-of-annotated-tools/tools-by-protective-factor>

Protective Factors Survey, FRIENDS National Resource Center for Community Based Child Abuse Prevention

<http://friendsnrc.org/protective-factors-survey>

2.5 Intent to Bid.

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

2.6 Bidders' Conference.

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

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

2.7 Questions, Requests for Clarification, and Suggested Changes.

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

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

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

2.8 Submission of Bid Proposal.

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

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

2.9 Amendment to the RFP and Bid Proposal.

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

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

2.10 Withdrawal of Bid Proposal.

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

2.11 Costs of Preparing the Bid Proposal.

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

2.12 Rejection of Bid Proposals.

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

2.13 Review of Bid Proposals.

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

2.13.1 Mandatory Requirements.

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

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

2.13.2 Reasons Proposals May be Disqualified.

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

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

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

2.14 Bid Proposal Clarification Process.

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

2.15 Verification of Bid Proposal Contents.

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

2.16 Reference Checks.

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

2.17 Information from Other Sources.

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

2.18 Criminal History and Background Investigation.

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

2.19 Disposition of Bid Proposals.

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

2.20 Public Records and Request for Confidential Treatment.

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

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

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

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

2.21 Copyrights.

By submitting a Bid Proposal, the Bidder agrees that the Agency may copy the Bid Proposal for purposes of facilitating the evaluation of the Bid Proposal or to respond to requests for public records. By submitting a Bid

Proposal, the Bidder acknowledges that additional copies may be produced and distributed, and represents and warrants that such copying does not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in the Bid Proposals.

2.22 Release of Claims.

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

2.23 Reserved. (Presentations)

2.24 Notice of Intent to Award.

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

2.25 Acceptance Period.

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

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

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

Bureau Chief
c/o Bureau of Service Contract Support
Department of Human Services
Hoover State Office Building, 1st Floor
1305 E. Walnut Street
Des Moines, Iowa 50319-0114
email: jwetlau@dhs.state.ia.us

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

2.27 Definition of Contract.

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

2.28 Choice of Law and Forum.

This RFP and the resulting contract are to be governed by the laws of the State of Iowa without giving effect to the conflicts of law provisions thereof. Changes in applicable laws and rules may affect the negotiation and

contracting process and the resulting contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought and maintained in the appropriate Iowa forum.

2.29 Restrictions on Gifts and Activities.

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

2.30 Exclusivity.

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

2.31 No Minimum Guaranteed.

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

2.32 Use of Subcontractors.

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

2.33 Bidder Continuing Disclosure Requirement.

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

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

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

3.1 Bid Proposal Formatting.

Subject	Specifications
Paper Size	8.5" x 11" paper (one side only). Charts or graphs may be provided on legal-sized paper.
Font	Bid Proposals must be typewritten. The font must be 11 point or larger (excluding charts, graphs, or diagrams). Acceptable fonts include Times New Roman, Calibri and Arial.
Page Limit	The Bid Proposal is limited to 200 pages. Resumes, and RFP Forms will not count toward the page limit.
Pagination	All pages are to be sequentially numbered from beginning to end (do not number Proposal sections independently of each other).
Bid Proposal General Composition	<ul style="list-style-type: none"> • Bid Proposals shall be divided into two parts: Technical Proposal and Cost Proposal. • Technical Proposals submitted in multiple volumes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. • Bid Proposals must be bound and use tabs to label sections.
Envelope Contents and Labeling	<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" and each envelope containing a copy of the Bid Proposal shall be labeled "copy." Each envelope must be numbered to correspond with the number of copies of Proposals. • The Technical and Cost Proposals must be packaged separately with each copy in its own envelope.
Number of Hard Copies	Submit one (1) original hard copy of the Proposal and 5 identical copies of the original. The original hard copy must contain original signatures.
CD-ROM/USB Flash Drive	<ul style="list-style-type: none"> • The Technical Proposal and Cost Proposal must be provided on separate CD(s) or USB flash drives. The CD-ROM or USB flash drives must be placed in the envelope with the original Bid Proposal. • The Technical Proposal must be saved in less than five files. The CD(s) or USB flash drives must be compatible with Microsoft Office 2007 (or later) software. Proposals shall be provided in Microsoft Word format. In addition, Proposals may also be submitted in PDF format. Files shall not be password protected or saved with restrictions that prevent copying, saving, highlighting, or reprinting of the contents.
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 will complete the appropriate section of the Primary Bidder Detail Form & Certification which requires the specific statutory basis supporting the request for confidential treatment and an explanation of why disclosure of the information is not in the best interest of the public. • The Bidder shall submit one (1) complete paper copy of the Bid Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a "public copy", and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Bidder shall not identify the entire Bid Proposal as confidential. • The Cost Proposal will be part of the ultimate contract entered into with the successful

Subject	Specifications
	<p>Bidder. Pricing information may not be designated as confidential material. However, Cost Proposal supporting materials may be marked confidential if consistent with applicable law.</p> <ul style="list-style-type: none"> The Bidder shall submit a CD-ROM or USB flash drive containing an electronic copy of the Bid Proposal from which confidential information has been redacted. This CD-ROM or USB flash drive shall be clearly marked as a “public copy”.
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 Technical Proposal.

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

3.2.1 Information to Include Behind Tab 1:

Transmittal Letter.

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

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

The Bid Proposal must contain a table of contents.

3.2.3 Information to Include Behind Tab 3: RFP Forms.

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

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

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

The Bidder shall address each Deliverable that the successful contractor will perform as listed in Section 1.3 (Scope of Work) by first restating the Deliverable from the RFP and then detailing the Bidder’s planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the Bidder’s approach, and should not merely repeat the Deliverable. Sections must be broken into subsections to align with the subsections identified in the technical proposal scoring chart in Section 4.3.

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

Note:

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

Information Bidders Must Submit That is Specific to This RFP.

- **Comprehensive Needs Assessment and Strategic Plan – Work Plan**
 - Bidder must include, in this section, a draft work plan which must include, but is not necessarily limited to:
 - A timeline of activities
 - Specific activities to complete and who will be responsible for each
 - Specific data needs from the Agency and other state agencies and/or stakeholders
 - Target dates for completion of all activities to meet identified performance measures

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

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

3.2.5.1 Experience.

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

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

For each similar service, provide a matrix detailing:

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

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

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

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

3.2.5.2 Personnel.

The Bidder shall provide the following information regarding personnel:

3.2.5.2.1 Tables of Organization.

Illustrate the lines of authority in two tables:

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

3.2.5.2.2 Names and Credentials of Key Corporate Personnel.

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

3.2.5.2.3 Information About Project Manager and Key Project Personnel.

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

3.2.5.3 Reserved. (Financial Statements)

3.3 Cost Proposal.

Pricing Restrictions.

Contract Budget.

The Agency is limiting the funding that is available for these services. Cost proposals may not exceed \$1,800,000 [DOLLARS] for the entire term of the contract, including incentive payments (if earned) for all contract extension years. As noted in Contractor Payment section, a detailed line item budget will be required prior to Contract execution. The line item budget will have a restriction of 20% of the SFY Total for all Indirect Costs combined.

Content and Format.

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

Example Cost Proposal:

Attachment S: Child Abuse Prevention Administrative Services						
<i>{Instructions: Fill out one purposed budget for the Base Amount ONLY, not to exceed \$285,000 for SFY 2018 and/or \$280,000 for SFY 2019-2023. Do not include any anticipated incentive payments. Exceeding the Base Amount limit for any SFY will result in disqualification}</i>						
Full-term Cost Proposal for Base Award Amount						
	SFY 2018	SFY 2019	SFY 2020	SFY 2021	SFY 2022	SFY 2023
	7/1/17 -6/30/18	7/1/18 -6/30/19	7/1/19 -6/30/20	7/1/20 -6/30/21	7/1/21 -6/30/22	7/1/22 -6/30/23
Base Contract maximum for each potential SFY (2018-2023)	\$ 265,000.00	\$ 270,000.00	\$ 275,000.00	\$ 275,000.00	\$ 260,000.00	\$ 260,000.00
Base Total SFY 18-23*	\$ 1,605,000.00					
<i>*Amount used for cost proposal scoring</i>						

Section 4 Evaluation Of Bid Proposals

4.1 Introduction.

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

4.2 Evaluation Committee.

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

4.3 Proposal Scoring and Evaluation Criteria.

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

Scoring Guide.

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

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

Technical Proposal Components.

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

<u>Technical Proposal Components</u> <u>(location in Proposal or Scope of Work)</u>	<u>Weight</u>	<u>Points Possible</u>	<u>Potential Maximum Points</u>
<u>Bidder's Approach to Meeting Deliverables (Tab 4)</u>			
Comprehensive Statewide Assessment (1.3.1.2, Subsection A)	5	4	20
Statewide Strategic Plan for the Prevention of Child Maltreatment (1.3.1.2, Subsection B)	5	4	20
Establishment or expansion of Community-Based Volunteer Coalitions or Councils (1.3.2.2, Subsection A)	3	4	12
Program Development Support and Technical Assistance (1.3.2.2, Subsection B)	4	4	16
General Contract Administration and Project RFP (1.3.2.2, Subsection C)	5	4	20
Ongoing Contract Management and Monitoring (1.3.2.2, Subsection D)	5	4	20
CBCAP State Lead Agency Activities (1.3.2.2, Subsection E)	3	4	12
Administrator Service Reporting Requirements (1.3.2.2, Subsection F)	1	4	4
Child Maltreatment and Prevention Research (1.3.3.2, Subsection A)	3	4	12
Developing a Research/Data Driven RFP (1.3.3.2, Subsection B)	5	4	20
Program Evaluation (1.3.3.2, Subsection C)	4	4	16
Research and Evaluation Support for all Grantees (1.3.3.2, Subsection D)	2	4	8
Support for Emerging and Promising Practices (1.3.3.2, Subsection E)	2	4	8
Annual Evaluation Report (1.3.3.2, Subsection F)	4	4	16
Comprehensive Needs Assessment and Strategic Plan – Work Plan (3.4)	3	4	12
<u>Bidder's Background (Tab 5)</u>			
Bidder's Experience (3.2.5.1)	4	4	16
Personnel (3.2.5.2)	2	4	8
<u>Total Points Possible for Technical Proposal</u>			240
<u>Cost Proposal</u>			240
<u>TOTAL POINTS</u>			480

Scoring of Cost Proposal Pricing.

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

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

Example:

Bid #1: \$1,000,000 | Bid #2: \$1,200,000 | Cost Points Available: 240

Score for Proposal #1 = (\$1,000,000/\$1,000,000) * 240 = 240

Score for Proposal #2 = (\$1,000,000/\$1,200,000) * 240 = 200

Total Points Assigned to Pricing: 240

Total Points Possible for Technical and Cost Proposals: 480

4.4 Recommendation of the Evaluation Committee.

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

Attachment A: Release of Information

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

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

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

Printed Name of Bidder Organization

Signature of Authorized Representative

Date

Printed Name

Attachment B: Primary Bidder Detail & Certification Form

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

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

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

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

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

PRIMARY BIDDER CERTIFICATIONS

- 1. BID PROPOSAL CERTIFICATIONS. By signing below, Bidder certifies that:**
 - 1.1 Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The Bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
 - 1.2 Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
 - 1.3 Bidder has received any amendments to this RFP issued by the Agency;
 - 1.4 The Bidder does not have any ownership or affiliation with any entity or subcontracting entity currently receiving Program funds (including ICAPP or CBCAP awards). Bidder has reviewed the list of all current funded Program Projects fund in Attachment R;
 - 1.5 No cost or pricing information has been included in the Bidder’s Technical 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 year from the issuance of this RFP, whichever is earlier.

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

- 3. EXECUTION.**

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

Signature:	
Printed Name/Title:	
Date:	

Attachment C: Subcontractor Disclosure Form

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

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

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

By signing below, Subcontractor agrees to the following:

1. Subcontractor has reviewed the RFP, and Subcontractor agrees to perform the work indicated in this Bid Proposal if the Primary Bidder is selected as the winning Bidder in this procurement;
2. Subcontractor has reviewed the Additional Certifications and by signing below confirms that the Certifications are true and accurate and Subcontractor will comply with all such Certifications;
3. Subcontractor recognizes and agrees that if the Primary Bidder enters into a contract with the Agency as a result of this RFP, all restrictions, obligations, and responsibilities of the contractor under the contract shall also apply to the subcontractor; and,
4. Subcontractor agrees that it will register to do business in Iowa before performing any services pursuant to this contract, if required to do so by Iowa law.

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

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

Signature for Subcontractor:	
Printed Name/Title:	
Date:	

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

CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

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

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

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

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

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

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

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

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

CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994

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

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

CERTIFICATION REGARDING DRUG FREE WORKPLACE

1. **Requirements for Contractors Who are Not Individuals.** If the Bidder is not an individual, by signing below Bidder agrees to provide a drug-free workplace by:
 - a. publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

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

NON-DISCRIMINATION

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

Attachment E: Certification and Disclosure Regarding Lobbying

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

Instructions:

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

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

Signature:	
Printed Name/Title:	
Date:	

Attachments Specific to This RFP

Attachment F: Child Abuse Prevention Administration Survey Results

Background

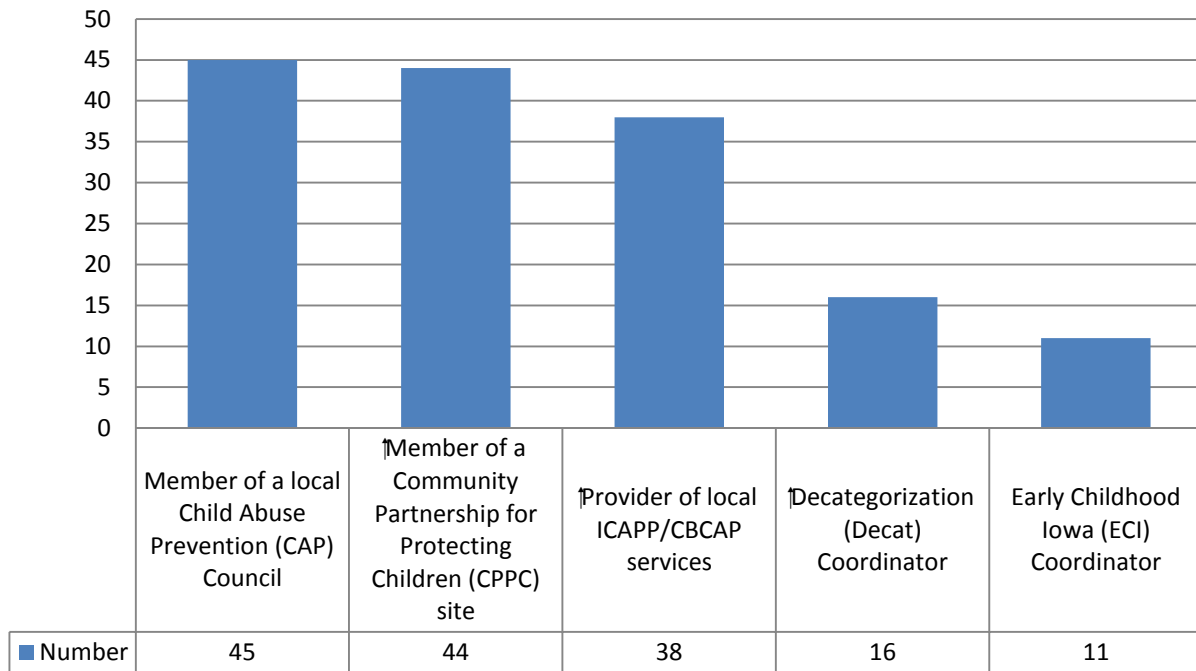
In preparation for this RFP the Agency conducted an open request for feedback from current Community-Based Councils and Community Partnerships for Protecting Children sites, as well as other key stakeholders. The survey was open from Oct. 6, 2016 thru Oct. 17, 2016 and resulted in 89 unique responses from across the state. The survey was sent to various stakeholder distribution lists, including:

- Local Prevent Child Abuse Councils
- CPPC members
- Prevention Service Providers
- Decategorization Coordinators
- Local Early Childhood Iowa Coordinators

The following tables highlight the results of the quantitative data collected. For purposes of anonymity, individual qualitative comments were not included.

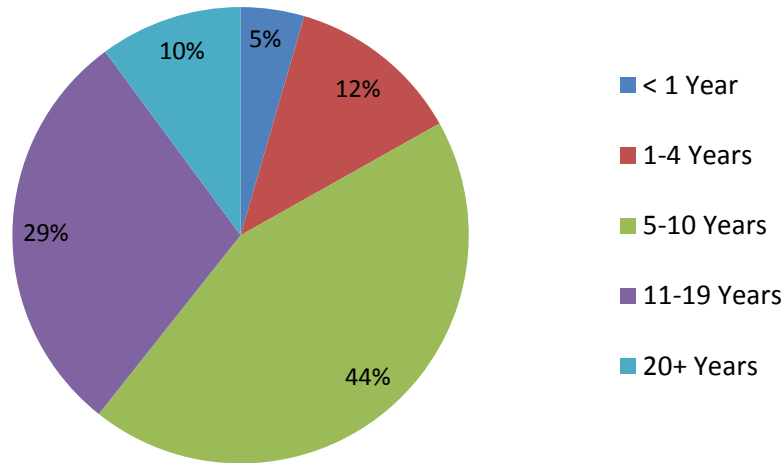
Question 1: Which of the following describes your role with the Iowa Child Abuse Prevention Program (ICAPP) or the Community-Based Child Abuse Prevention Program (CBCAP)? (Check ALL that apply)

Role with ICAPP/CBCAP (n=86)



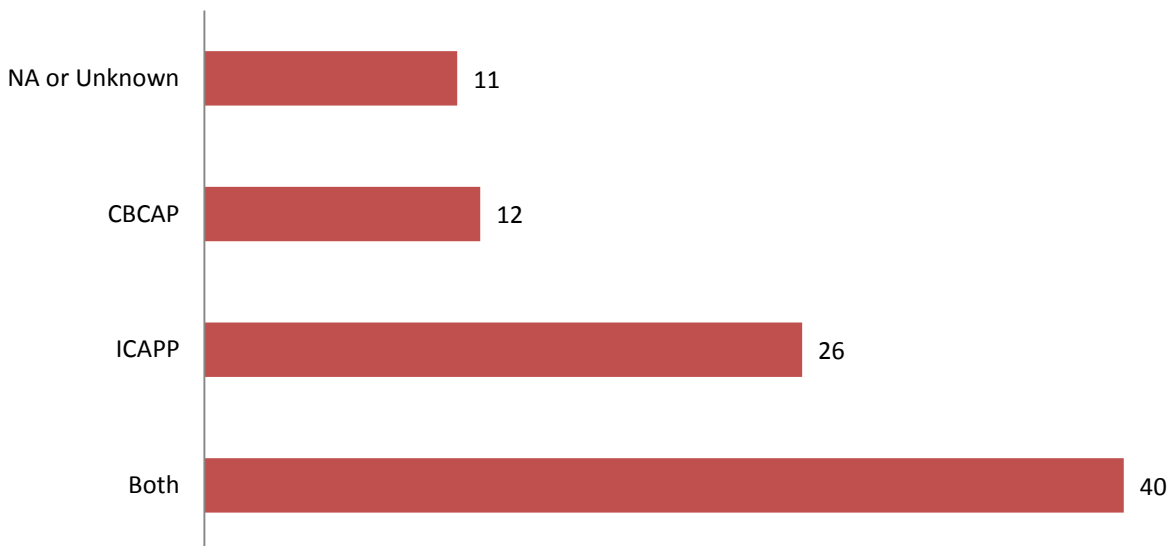
Question 2: Which best describes the length of time you have been involved with ICAPP and/or CBCAP as a member of a Child Abuse Prevention (CAP) Council or Community Partnership for Protecting Children (CPPC) site, service provider, or other community partner?

Length of Time Involved with ICAPP/CBCAP (n=89)



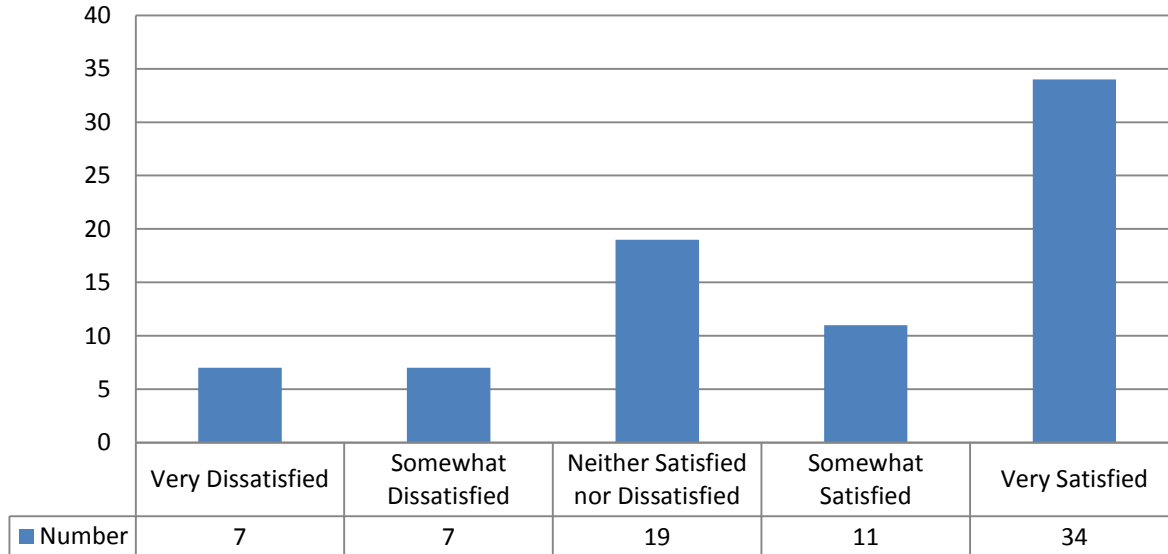
Question 3: If your role is a member of a CAP Council, CPPC site, or a provider of services, check which funding source you (or your subcontractors) provide services under:

Type of Funding Received (n=89)



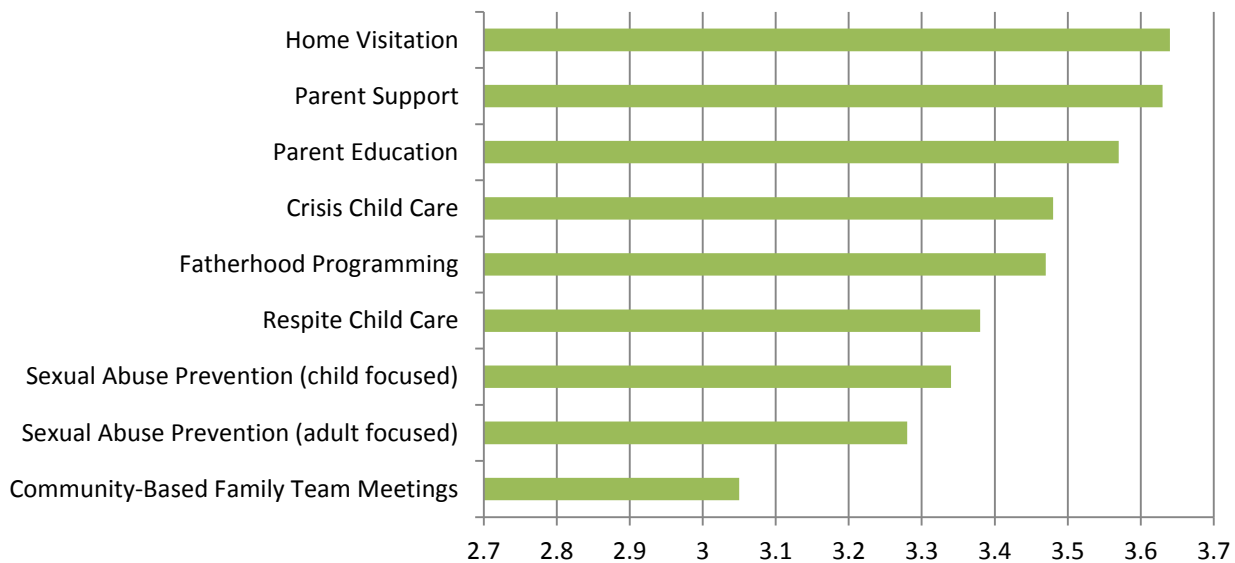
Question 4: If ICAPP and CBCAP funds were combined into one single child maltreatment prevention program how satisfied/dissatisfied would you be?

Level of Satisfaction (n=78)



Question 5: In your opinion, how effective are the following types of programming in preventing child maltreatment and promoting safe, stable, and nurturing families:

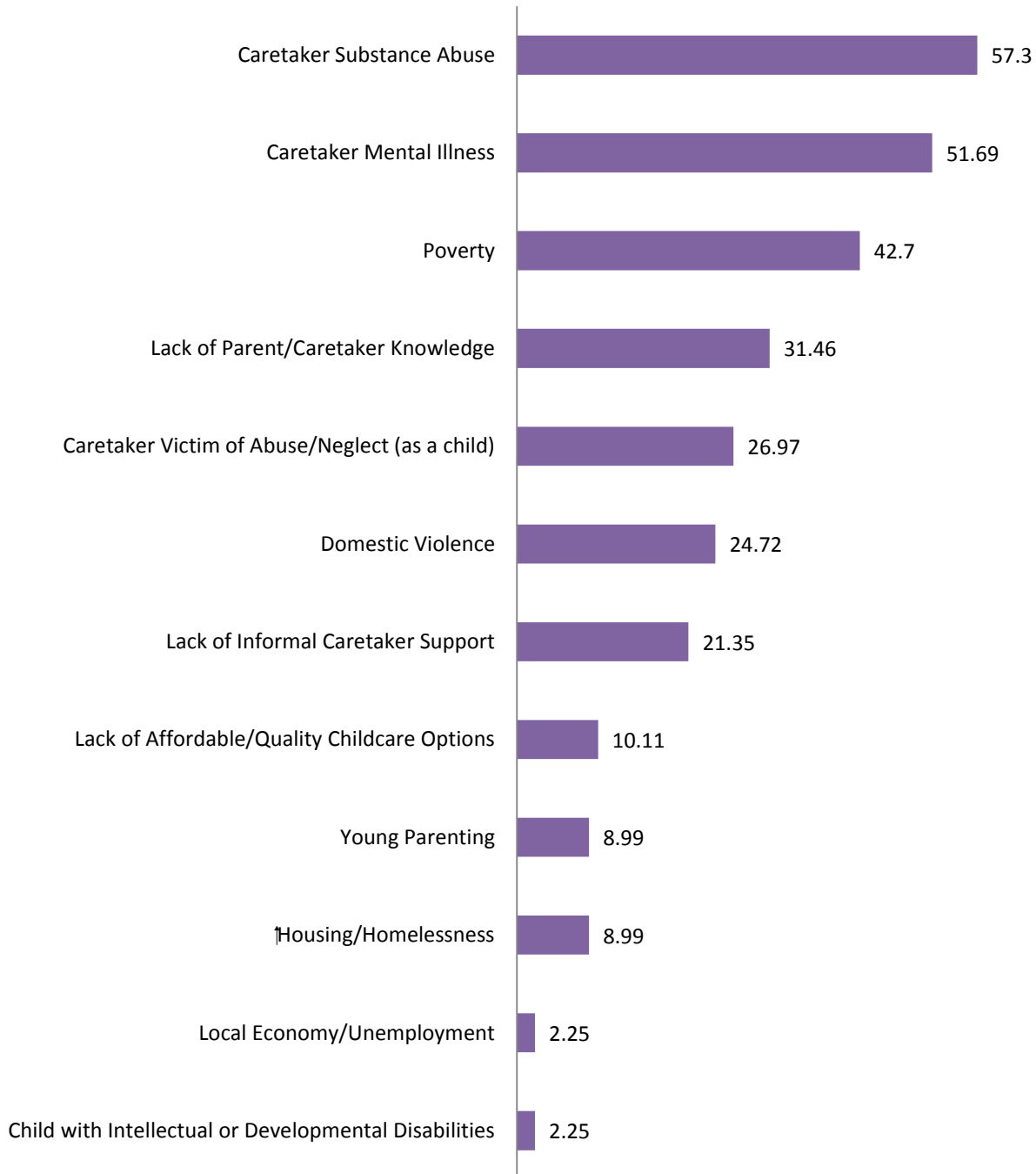
Level of Effectiveness on 1-4 Scale (n=78-86)*



*Varying number of responses on each type of programming

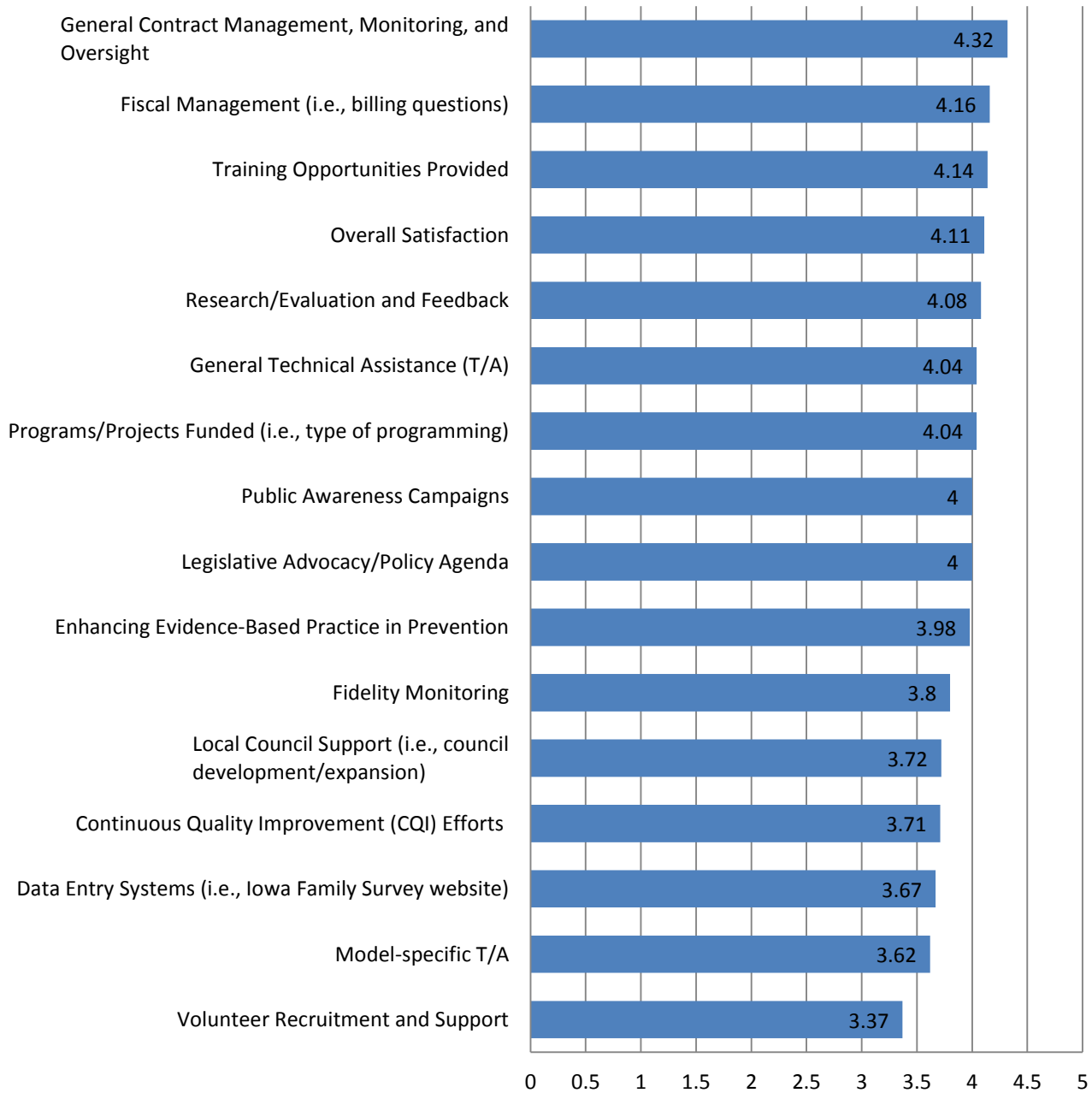
Question 6: In your opinion, which are the greatest risk factors contributing to child maltreatment in your community? Check top 3 choices:

Percentage of Respondents Selecting as Top 3 (n=89)



Question 7: For members of local CAP Councils, CPPC sites, and/or service providers ONLY, please rate your satisfaction with the administrative services/support you have received from the Program Administrator, through ICAPP and/or CBCAP, in the following areas:

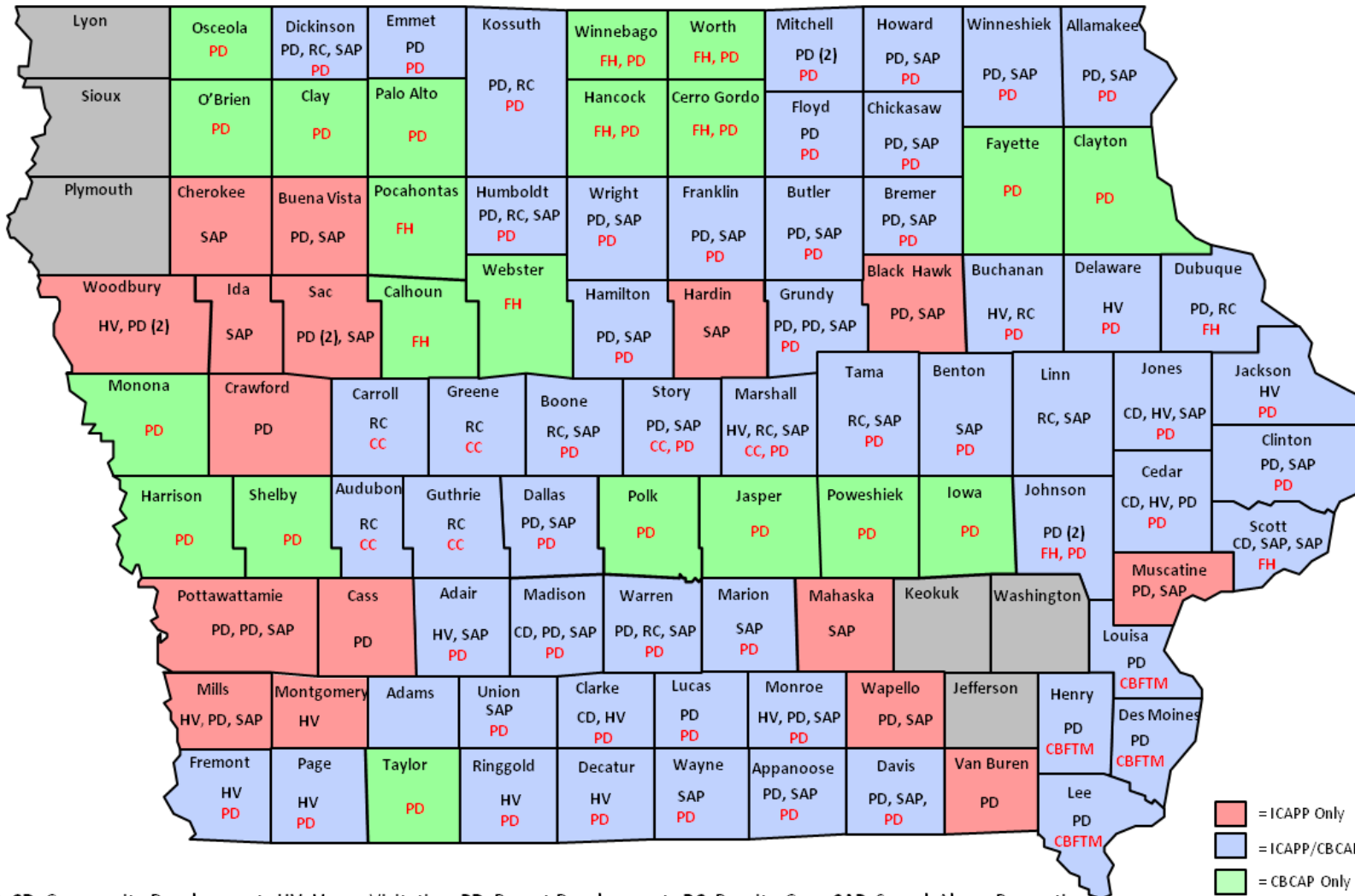
Satisfaction on 1-5 Scale (n=80-82)*



*Varying number of responses on each area of support/technical assistance

Attachment G: Map of Current Projects

SFY 2016-2018 ICAPP/CBCAP Project Grant Awards



- = ICAPP Only
- = ICAPP/CBCAP
- = CBCAP Only
- = No ICAPP or CBCAP

Key:
 ICAPP: CD=Community Development, HV=Home Visitation, PD=Parent Development, RC=Respite Care, SAP=Sexual Abuse Prevention
 CBCAP: CC=Crisis Care, PD=Parent Development, FH=Fatherhood

Attachment H: Sample Contract

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

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

CONTRACT DECLARATIONS AND EXECUTION

RFP #	Contract #
ACFS 18-004	<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")	
Iowa Department of Human Services	
Contractor: (hereafter "Contractor")	
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):	
Contractor a Business Associate? No	Contractor subject to Iowa Code Chapter 8F? Unknown
Contract Include Sharing SSA Data? No	Contractor a Qualified Service Organization? No
Contract Warranty Period (hereafter "Warranty Period"): The term of this Contract, including any extensions.	Contract Contingent on Approval of Another Agency: No
Contract Payments include Federal Funds? Yes	
The contractor for federal reporting purposes under this contract is a: Subrecipient or vendor <i>{To be completed when contract is drafted.}</i>	
DUNS#: <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 if applicable.}</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>	

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

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

{To be completed when contract is drafted.}

1.2 Contract Purpose.

{To be completed when contract is drafted.}

1.3 Scope of Work.

1.3.1 Deliverables, Performance Measures, and Monitoring Activities.

The Contractor shall provide the following:

{To be completed when contract is drafted.}

1.3.2 Monitoring, Review, and Problem Reporting.

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

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements in accordance with the monitoring activities set forth in the Deliverables, Performance Measures, and Monitoring Activities Section.

1.3.2.2 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 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.

1.3.2.3 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.

1.3.2.4 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.

1.3.3 Contract Payment Clause.

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

{To be determined.}

1.3.3.2 Payment Methodology.

{To be completed when contract is drafted.}

1.3.3.3 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.

1.3.3.4 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).

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

http://www.dom.state.ia.us/appeals/general_claims.html.

The Agency shall pay all approved Invoices in arrears. 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.

1.3.3.6 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.

1.4 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,	Combined Single Limit	\$1 Million

and non-owned autos)		
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

SECTION 2. GENERAL TERMS FOR SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.4 Compensation.

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

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

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

2.5 Termination.

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

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

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

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

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

2.5.1.4 The Contractor terminates or suspends its business;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5.6 Contractor's Contract Close-Out Duties.

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

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

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

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

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

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

2.5.7 Termination for Cause by the Contractor.

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

2.6 Reserved. (Change Order Procedure)

2.7 Indemnification.

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

2.7.1.1 Any breach of this Contract;

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

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

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

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

2.8 Insurance.

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

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

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

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

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

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

2.8.2 Types and Amounts of Insurance Required.

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

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

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

2.9 Ownership and Security of Agency Information.

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

2.9.2 Foreign Hosting and Storage Prohibited.

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

2.9.3 Access to Agency Information that is Confidential Information.

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

2.9.4 No Use or Disclosure of Confidential Information.

Confidential Information collected, maintained, or used in the course of performance of the Contract shall only be used or disclosed by the Contractor as expressly authorized by law and only with the prior written consent of the Agency, either during the period of the Contract or thereafter. The Contractor shall immediately report to the Agency any unauthorized use or disclosure of Confidential Information. The Contractor may be held civilly or criminally liable for improper use or disclosure of Confidential Information.

2.9.5 Contractor Breach Notification Obligations.

The Contractor agrees to comply with all applicable laws that require the notification of individuals in the

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

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

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

2.9.8 Return and/or Destruction of Information. Upon expiration or termination of the Contract for any reason, the Contractor agrees to comply with all Agency directives regarding the return or destruction of all Agency Information and any derivative work. Delivery of returned Agency Information must be through a secured electronic transmission or by parcel service that utilizes tracking numbers. Such information must be provided in a format useable by the Agency. Following the Agency's verified receipt of the Agency Information and any derivative work, the Contractor agrees to physically and/or electronically destroy or erase all residual Agency Information regardless of format from the entire Contractor's technology resources and any other storage media. This includes, but is not limited to, all

production copies, test copies, backup copies and /or printed copies of information created on any other servers or media and at all other Contractor sites. Any permitted destruction of Agency Information must occur in such a manner as to render the information incapable of being reconstructed or recovered. The Contractor will provide a record of information destruction to the Agency for inspection and records retention no later than thirty (30) days after destruction.

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

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

2.10 Intellectual Property.

2.10.1 Ownership and Assignment of Other Deliverables. The Contractor agrees that the State and the Agency shall become the sole and exclusive owners of all Deliverables. The Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights,

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

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

2.10.3 Further Assurances. At the Agency's request, the Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect, or protect the State's rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in Section 2.10, *Intellectual Property*.

2.10.4 Publications. Prior to completion of all services required by this Contract, the Contractor shall not publish in any format any final or interim report, document, form, or other material developed as a result of this Contract without the express written consent of the Agency. Upon completion of all services required by this Contract, the Contractor may publish or use materials developed as a result of

this Contract, subject to confidentiality restrictions, and only after the Agency has had an opportunity to review and comment upon the publication. Any such publication shall contain a statement that the work was done pursuant to a contract with the Agency and that it does not necessarily reflect the opinions, findings, and conclusions of the Agency.

2.11 Warranties.

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

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

2.11.2 Contractor represents and warrants that:

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

2.11.2.2 The Contractor has not previously and will not grant any rights in any Deliverables to any third party that are inconsistent with the rights granted to the Agency herein; and

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

2.11.3 The Contractor represents and warrants that:

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

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

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

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

2.11.4 The Contractor represents and warrants that the Deliverables shall:

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

2.11.5 The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable Specification shall be the generally accepted industry standard. So long as the Agency notifies the Contractor of any services performed in violation of this standard, the Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services

as warranted, the Contractor shall reimburse the Agency any fees or compensation paid to the Contractor for the unsatisfactory services.

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

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

2.12 Acceptance of Deliverables.

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

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

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

2.13 Contract Administration.

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

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

2.13.3 Intent of References to Bid Documents. To the extent this Contract arises out of a Solicitation, the references to the parties’ obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the Solicitation and the Bid Proposal. The failure of the parties to make reference to the terms of the Solicitation or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the Solicitation and the Contractor’s Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the Solicitation, shall not be construed as creating an inconsistency or conflict with the Solicitation or the Contract. The contractual obligations of the Agency are expressly stated in this document. The Bid Proposal does not create any express or implied obligations of the Agency.

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

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

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

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

2.13.4.4 The Contractor, its employees, agents, and subcontractors shall also comply with all Applicable Law regarding business permits and licenses that may be required to carry out the work performed under this Contract.

2.13.4.5 If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, the Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the awarding agency of the Federal Government reserves

certain rights including, without limitation, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

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

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

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

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

2.13.9 Use of Third Parties. The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. The Contractor shall notify the Agency in writing of all subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations, and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The

Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

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

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

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

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

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

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

obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

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

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

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

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

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

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

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

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

2.13.23 Authorization. The Contractor represents and warrants that:

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

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

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

2.13.25 Records Retention and Access.

2.13.25.1 Financial Records. The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency during the entire term of this Contract, which includes any extensions or renewals thereof, and for a period of at least seven (7) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the State of Iowa or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers,

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

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

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

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

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

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

2.13.26 Audits. Local governments and non-profit subrecipient entities that expend \$750,000 or more in

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

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

2.13.28 Staff Qualifications and Background Checks. The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors, or anyone acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified, or accredited under state law or the Iowa Administrative Code.

The Agency reserves the right to conduct and/or request the disclosure of criminal history and other

background investigation of the Contractor, its officers, directors, shareholders, and the Contractor's staff, agents, or subcontractors retained by the Contractor for the performance of Contract services.

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

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

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

2.13.32 Delays or Potential Delays of Performance. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely performance of this Contract, including but not limited to potential labor disputes, the Contractor shall immediately give notice thereof in writing to the Agency with all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Agency or the State of any rights or remedies to which either is entitled by

law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

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

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

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

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

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

requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

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

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

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

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

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

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

2.14 Contract Certifications. The Contractor will fully comply with obligations herein. If any conditions within these certifications change, the Contractor will provide written notice to the Agency within twenty-four (24) hours from the date of discovery.

2.14.1 Certification of Compliance with Pro-Children Act of 1994. The Contractor must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned

or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the Deliverables are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where Women, Infants, and Children (WIC) coupons are redeemed.

The Contractor further agrees that the above language will be included in any subawards that contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day.

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

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

2.14.2.1 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

2.14.2.3 The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contact the

Agency for assistance in obtaining a copy of those regulations.

2.14.2.4 The Contractor agrees by signing this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.

2.14.2.5 The Contractor further agrees by signing this Contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

2.14.2.6 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

2.14.2.7 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

2.14.2.8 Except for transactions authorized under Section 2.14.2.4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2.14.2.9 The Contractor certifies, by signing this Contract, that neither it nor its principals is presently

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

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

2.14.3.1 The Contractor shall file with the Agency a certification form, set forth in Appendix A of 45 CFR Part 93, certifying the Contractor, including any subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) have not made, and will not make, any payment prohibited under 45 CFR § 93.100.

2.14.3.2 The Contractor shall file with the Agency a disclosure form, set forth in Appendix B of 45 CFR Part 93, in the event the Contractor or subcontractor(s) at any tier (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment using non-appropriated funds, including profits from any covered Federal action, which would be prohibited under 45 CFR §93.100 if paid for with appropriated funds. All disclosure forms shall be forwarded from tier to tier until received by the Contractor and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

2.14.3.3 The Contractor shall file with the Agency subsequent disclosure forms at the end of each calendar quarter in which there occurs any event that

requires disclosure or materially affects the accuracy of the information contained in any disclosure form previously filed. Such events include:

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

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

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

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

2.14.4 Certification Regarding Drug Free Workplace

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

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

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

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

2.14.4.1.3 Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by Subsection 2.14.4.1.1;

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

- Abide by the terms of the statement; and

- Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- 2.14.4.1.5** Notifying the contracting agency within ten (10) days after receiving notice under the second unnumbered bullet of Subsection 2.14.4.1.4 from an employee or otherwise receiving actual notice of such conviction;

2.14.4.1.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and

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

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

2.14.4.3 Notification Requirement. The Contractor shall, within thirty (30) days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):

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

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

2.14.5 Conflict of Interest. The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer, or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code chapter 68B shall apply to this Contract. If a conflict of interest is proven to the Agency, the Agency may terminate this Contract, and the Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for

themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the Agency.

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

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

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

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

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

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

2.14.7.3.2 Financial information relating to all service contracts with the Agency during the

preceding year, including the costs by category to provide the contracted services.

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

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

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

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

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

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