



Iowa Department of Human Services

REQUEST FOR PROPOSAL (RFP)

Child Care Resource and Referral Services
ACFS 19-001

November 6, 2017
AMENDMENT 2 - Redline

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RFP Purpose.

The purpose of this Request for Proposal (RFP) is to solicit proposals that will enable the Department of Human Services (Agency) to select the most qualified contractor/contractors to provide Child Care Resource & Referral (CCR&R) services, as outlined in Iowa Code § 237A.26 and Iowa Admin. Code r 441-159. The CCR&R system, described in greater detail later in this RFP, is a coordinated, statewide system of services to parents, child care providers, and the community. The Agency is soliciting proposals from contractors who can demonstrate their organizational capacity to plan and deliver CCR&R services across pre-determined regional service areas and on a statewide basis. The Agency intends to solicit five (5) bids for each of the regionally identified CCR&R services and four (4) optional bids for additional CCR&R services to be delivered statewide. For the statewide optional bids, the Agency plans to contract with one or more of the bidders who are awarded a contract to provide the regional CCR&R services. The following are brief descriptions of the core services the Agency is procuring (all services are described in greater detail later in the RFP).

PARENT SERVICES: Statewide/Centralized services to parents/families include an overall assessment of the family's situation/needs and include the provision of a customized child care referral based on those unique needs. Consumer education on what to look for in and how to select a quality child care environment shall also be provided at the time of the referral. Additionally, information on other state and community resources for which the family may be eligible may also be provided based on the initial assessment of family needs.

PROVIDER SERVICES: Services to providers include an array of Technical Assistance, Consultation, Coaching and Training designed to improve the quality of child care environments. Targeted Consultation provided related to provider registration, regulatory requirements, infant and toddler care, recruitment and retention, and the Quality Rating and Improvement System (QRIS).

COMMUNITY SERVICES: Services to communities and other stakeholders include outreach and partnerships with businesses and community organizations. Services also include provision of data to community partners.

Bidders who submit bids for Regional CCR&R Services also have the option to bid on one, some, or all of the following four statewide services. Please review Section 3 of this RFP for instructions on how to submit proposals for these services.

1. Statewide Parent Referral Services
2. Statewide Training Coordinator / Curriculum Developer
3. Statewide Communication Support
4. Iowa Child Care Complaint Hotline (ICCCH)

Duration of Contract.

The Agency anticipates executing contracts with multiple entities that will have an initial one (1) year contract term with the ability to extend the contract for five (5) additional 1-year terms. The Agency will have the sole discretion to extend the contract.

Bidder Eligibility Requirements.

To be eligible to receive a grant to provide resource and referral services, a bidder must have a board of directors if the bidder is an incorporated nonprofit entity or must have an advisory board if the bidder is a public agency, to oversee the provision of resource and referral services (Iowa Code § 237A .26).

Additionally, the Agency will only consider proposals to provide the Statewide Parent Referral Services, Statewide Training Coordinator / Curriculum Developer, Statewide Communication Support, and/or Iowa Child Care Complaint Hotline (ICCCH) from bidders who also have bid to provide Regional CCR&R Services. Contracts for Statewide Parent Referral Services, Statewide Training Coordinator / Curriculum Developer,

Statewide Communication Support, and/or Iowa Child Care Compliant Hotline (ICCH) will only be awarded to those bidders awarded one or more contracts for the regional CCR&R Services.

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):	October 4, 2017
Agency Issues RFP to Bid Opportunities Website	October 10, 2017
Bidders' Conference Will Be Held on the Following Date and Time: To join the call, dial (866) 685-1580. Use the following conference code when prompted by the system: 515-281-0390.	October 17, 2017 1:00 p.m.
Bidder Letter of Intent to Bid Due By	October 19, 2017 4:00 p.m.
Bidder Written Questions Due By	Date and Time for First Round of Questions: October 19, 2017 3:00 p.m. Date and Time for Second Round of Questions: November 1, 2017 3:00 p.m.
Agency Responses to Questions Issued By	Date for First Round of Responses: October 24, 2017 Date for Second Round of Responses: November 6, 2017
Bidder Proposals and any Amendments to Proposals Due By	December 4, 2017 1:00 p.m.
Agency Announces Apparent Successful Bidder/Notice of Intent to Award	February 15, 2018
Contract Negotiations and Execution of the Contract Completed	April 26, 2018
Anticipated Start Date for the Provision of Services	July 2, 2018

Section 1 Background and Scope of Work

1.1 Background.

This RFP is designed to provide bidders with the information necessary for the preparation of competitive bid proposals for providing Child Care Resource and Referral (CCR&R) services. A main goal of the executed contracts is to support accessibility of quality child care throughout the state through services provided to child care providers, families and communities.

Interested bidders should be aware that the contracts executed as a result of this RFP will contain performance incentives. The Contractor will have the opportunity to earn additional payments based on the Contractor's performance. The Agency has identified desired results through performance measures and targets and will monitor the results achieved under the contracts.

The successful bidders will work in collaboration with other early childhood organizations and systems in the State, including but not limited to Early Childhood Iowa (ECI), local boards and component groups, T.E.A.C.H., Child Care WAGES IOWA, First Children's Finance, Iowa State University Extension and Outreach, and Healthy Child Care Iowa (HCCI).

The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each bidder is responsible for determining all factors necessary for submission of a comprehensive bid proposal.

1.1.1 Considerations

The Agency has made a number of determinations in advance of issuing this RFP. These include the following:

A. The Agency has decided this procurement will result in a separate award for each of the five CCR&R Regions (See the Iowa Child Care Resource and Referral Agency Regional Map, Attachment L). Bidders may bid for multiple Regions but awards will be made separately for each Region. Bidders wishing to submit bids for more than one region shall submit a separate, complete proposal for each region. A single bidder bidding on multiple Regions may be awarded contracts in more than one Region. It is the expectation of the Agency that all successful bidders will coordinate with one another to provide statewide consistency in CCR&R services once awards are made.

B. The Agency has decided to include four optional bids for services that must be provided on a statewide basis. These services will be efficiently and effectively provided at a statewide level as compared to a regional level. Bidders must submit a proposal for at least one Region to be eligible to submit proposals for the optional bids. Bidders who submit a proposal for at least one Region may submit proposals for any of the optional bids. The Agency will contract with one or more of the bidders awarded a regional contract to provide the services set forth in the optional bids. Successful bidders must collaborate with the Contractor(s) awarded the optional bids.

1.1.2 History

Over the past 28 years, the Iowa CCR&R system has evolved from fragmented local offices to a statewide system divided into five geographic Regions. The beginnings of the system were first seen in 1989, when in recognition of the high percentage of working parents and the need to improve the supply and quality of child care providers, Iowa established grants for Child Care Resource and Referral agencies throughout Iowa. Starting in 1990, those agencies were categorized into five (5) service delivery areas, with service provision still being accomplished locally. However, in July 1992, in response to legislation a statewide system of CCR&R services was established. Then in 2002, the CCR&R agencies implemented a standardized marketing plan, including establishment of a

statewide logo. Another unifying factor came in 2006, when Iowa's Quality Rating System was implemented statewide, with the CCR&R agencies serving as the central location for supporting providers and submitting applications. During the last RFP, which was released in 2011, the CCR&R Regions were reorganized to align with the proposed boundaries for local ECI areas, and services were redefined to contribute to consistency in services statewide.

1.1.3 Current Concept

The current concept for CCR&R services is built on six significant factors.

- 1). High quality child care is important for parents and the economy.
- 2). High quality child care is important for healthy development of children in care.
- 3). High quality child care provides immense benefits when compared to the amount of the initial investment.
- 4). Multi-level support is needed to increase the supply of high quality child care.
- 6). Iowa's increasingly diverse population necessitates culturally-and linguistically-appropriate support.
- 5). Supporting increases in quality of child care requires data-driven decision making.

Child care is vital to Iowa's families and the state economy. In Iowa, 76% of households with children under age 6 have all parents in the workforce, creating a significant need for child care. Without an adequate supply of quality child care it is difficult for parents to be productive members of the workforce. In fact, a 2016 survey of working parents found that almost half of parents surveyed missed work regularly because of problems with childcare. According to recent research conducted by Katherine B. Stevens, another one in six parents had quit a job because of problems finding or paying for child care. At a time when U.S. employers are struggling to find qualified employees to fill positions quality child care could provide an important support to workforce participation.

Additionally, high quality child care is not only a work support for parents but also has a critical impact on children during the most significant time of human development. Research has shown that starting even before birth, children are continuously and rapidly learning. During the first few years of life more than one million new neural connections are formed every second and by the age of five, more than 90 percent of the framework of the brain is built (Center on the Developing Child, 2009). This learning happens wherever children are and from whoever they are with, magnifying the fact that child care is a crucial part of a child's early learning environment. This also indicates that those in the child care workforce are important early educators. A recent national review of the research solidified that there is a specific set of professional knowledge and competencies that caregivers must possess in order to promote healthy development in children.

Furthermore, research on the long-term effects of quality child care has shown that there is a \$4 to \$9 return on investment for every dollar invested in a high quality early child care program, with the larger returns being seen when disadvantaged children are in high quality child care programs. These returns are seen through a variety of impacts such as increased life-cycle income for the child and reduced spending on special education, healthcare, and criminal justice activities (Garcia, Heckman, et. al, 2016). Additionally when parents have access to reliable, quality child care they have the opportunity to be more productive members of the workforce and advance in their career, benefiting their own family but the community as a whole.

Given the importance of high quality child care for children, parents, and the community, the Agency has a significant interest in supporting and increasing the supply of quality, accessible child care. The CCR&R system plays a significant role in this effort. CCR&R services detailed in Section 1.3 (Scope of Work) provide multiple levels of support to increase the availability of quality child care programs. Services to parents not only help parents find care but also educate them on the importance of quality in a child care setting, thus increasing the demand for high quality care. Services for child care providers combine multiple methods of training and Technical Assistance that promote development of the required professional knowledge and competencies that caregivers need to promote healthy development. Community services promote understanding of how the supply of quality child care affects the entire community and work in conjunction with members of the community to

develop innovative methods to address local needs.

The Agency also considers the changing population of Iowa a significant factor in the provision of CCR&R services. Although the majority of the population is still Caucasian, Iowa is becoming an increasingly diverse state. According to the State Data Center of Iowa, from 2000 to 2014 the percentage of increase in minority populations (71.5-110.5%) significantly outpaced the increases in the Caucasian population (4.1%). A portion of this trend is due to increasing minority populations of children. Families, children, and child care providers who work with families need support that is culturally and linguistically appropriate to the needs of those from all racial and ethnic backgrounds.

Finally, the Agency firmly believes that data should drive decision making regarding effectiveness of services and planning for how to continuously improve CCR&R services. This belief can be seen in the importance that is placed on using a robust suite of data collection applications and the requirements to report multiple data sets of interest to the Agency's Contract Manager.

1.1.4 Funding

Child Care Resource and Referral (CCR&R) Funding through these contracts is derived from the Federal Child Care and Development Block Grant. The following reflects the history of Agency funding to CCR&R contracted agencies since SFY14.

State Fiscal Year	Funding Amounts
2014	4,890,472
2015	4,916,243
2016	4,916,243
2017	5,063,731
2018	5,289,731

CCR&R agencies also seek and receive funding from Early Childhood Iowa (ECI) areas, local foundations, United Way, and other state and community partners.

1.1.5 CCR&R State Network

The mission of the CCR&R State Network is to provide resources, education, and advocacy to support quality child care. CCR&R agencies play an integral role in providing parents with referrals and information regarding quality child care, increasing the quality of child care, and educating the community about early care and education services and issues. The successful bidders will participate in the CCR&R State Network, comprised of the five CCR&R regional directors (one from each region) and state-level staff who support the CCR&R system. The purpose of the CCR&R State Network is to ensure consistency, integrity, and coordination of quality services across the regions and to develop standardized processes and procedures for services delivered within the CCR&R system.

1.1.6 Regional and Statewide Information

The following information is provided for planning and budgeting purposes:

Child Care Resource and Referral is divided into five geographic Regions (see Attachments L and S). Bidders should carefully review Section 1.3 (Scope of Work) and Section 3 (Bidder Instructions) as there are some services that will be provided at a regional level and some services that will be provided on a statewide basis.

In SFY2017, CCR&R Parent Referral Specialists educated 3,409 families in person or on the phone and 5,572 families through web referrals.

In SFY2017, CCR&R provided 611 trainings to 10,622 providers across the state.

Since its inception in SFY2017 (October 2016-June 2017), CCR&R has responded to 764 calls coming into the Iowa Child Care Complaint Hotline (ICCCCH).

The Agency's Centralized Child Care Unit processes an estimated 110 initial Registered Child Development Home (CDH) Applications and initial Child Care Assistance (CCA) Paid Applications each month (combined). The breakdown per CCR&R region is as follows:

Region 1: 14 per month
Region 2: 18 per month
Region 3: 10 per month
Region 4: 38 per month
Region 5: 30 per month

1.2 RFP General Definitions.

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

“Administrative Costs” means the general administration and general expenses such as salary and benefits for administrators and support staff, rent and lease payments, utilities, data collection and data processing costs, printing, communications equipment and services, other costs necessary to support the delivery of services, and all other types of expenses not listed specifically under one of the subcategories of ***“Facilities”*** (including cross allocations from other pools, where applicable).

“Agency” means the Iowa Department of Human Services.

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

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

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

“Facilities” means the costs associated with the depreciation and use allowances on buildings, equipment and capital improvement, and interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses.

“Indirect Costs” means those costs 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 with two broad categories: ***“Facilities”*** and ***“Administrative Costs”***.

“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.

“CCAOA Suite of Data Services” means the multiple applications that make up the National Data System for Child Care that was developed and is licensed by CCAOA.

"CCR&R State Network" means the decision-making body responsible for consistent and quality service delivery throughout the state. Membership includes the CCR&R Regional directors, Agency staff, and others as determined by the Agency.

"Centralized Child Care Staff" means staff from the Agency's central office that is responsible for processing CCA paperwork and registration applications for Child Development Homes.

"Child Care Assistance (CCA)" means the child care subsidy program administered by the Agency (Iowa Admin. Code ch. 441-170).

"Child Care Assistance Paid Homes (CCA Paid)" means child care homes that are not registered but are approved to accept CCA payments and must follow regulations (Iowa Admin. Code ch 441-120).

"Child Care Aware of America (CCAoA)" means a national membership-based nonprofit organization working to advance affordability, accessibility, development, and learning of children in child care, formerly known as the National Association of Child Care Resource and Referral Agencies (NACCRRRA).

"Child Care WAGE\$ IOWA" means a program that offers salary supplements (also called stipends) to the early care and education workforce, based on the individual's level of formal education and commitment to their program and helps to retain educated members of the ECE workforce. This initiative is housed within the Iowa Association for the Education of Young Children (Iowa AEYC).

"Child Development Associate (CDA) Credential" means a national credential for child care providers administered by the National Council for Professional Recognition.

"Child Development Home (CDH)" means a person or program registered under Iowa Admin. Code ch. 441-120 that may provide child care to six or more children at any one time.

"ChildNet" means a 25-hour training series developed and delivered by CCR&R agencies. The course consists of 10 modules that provide the foundation for operating a successful child care home business. Topics include ethical business practices; appropriate activities, routines, and guidance; nutrition; health and safety; and effective communication.

"ChildNet Certification" means a certification granted by CCR&R agencies if a provider completes additional activities and monitoring following completion of all 10 modules of the ChildNet series.

"Coaching" means a relationship-based process led by an expert with specialized and adult learning knowledge and skills, who often serves in a different professional role than the recipient(s). Coaching is designed to build capacity for specific professional dispositions, skills and behaviors and is focused on goal-setting and achievement for an individual or group.

"Consultation" means a collaborative, problem-solving process between an external consultant with specific expertise and adult learning knowledge and skills and an individual or group from one program or organization. Consultation facilitates the assessment and resolution of an issue specific concern, a program/organizational staff or child/family-related issue, or addresses a specific topic.

"Early Childhood Iowa (ECI)" means a system-building initiative comprised of a confederation or alliance of stakeholders in Early Care, Health and Education Systems, that affect children ages prenatal to five years in Iowa. Its purpose is to support the development and integration of an Early Care, Health and Education System for Iowa. For more information, go to: <http://www.earlychildhoodiowa.org/#>.

"Environment Rating Scale (ERS)" means a child care program assessment instrument developed through the auspices of the Frank Porter Graham Child Development Center of the University of North Carolina at Chapel Hill. The scale is the measurement tool used by an assessor during an on-site observation of a child care classroom to evaluate and provide a score to a child care program. For more information, go to: <http://ers.fpg.unc.edu/>.

"First Children's Finance" means a nonprofit community development financial institution that provides financing, training and business-development assistance to child care businesses and which has an Iowa regional office.

"Formative Evaluation" means an evaluation typically conducted during the development or improvement of a program to provide program staff evaluative information useful in improving the program (e.g. peer and/or self-assessment; observations; questions/discussions).

"Healthy Child Care Iowa (HCCI)" means a part of the Iowa Department of Public Health providing Technical Assistance to child care programs aimed at improving the health and safety of Iowa children enrolled in child care and early education settings.

"I-Consult Credential" means the child care Consultation training and credential administered by Iowa State University.

"Program for Infant Toddler Care (PITC)" means the Program for Infant Toddler Care training developed by West Ed, which includes five, ten-hour modules.

"Iowa State University Extension and Outreach (ISU-EO)" means the programs within Family Life department of ISU-EO that support the early childhood system within Iowa. Examples of pertinent programs include, I-Consult, New Staff Orientation, Essentials Child Care Pre-service training, Environment Rating Scale Assessments and Training.

"NACCRAWare" means an application within the CCAoA Suite of Data Services that contains provider, client and community data.

"NACCRAWare Community Database" means the section of the NACCRAWare application that contains information on community resources.

"Peer-to-Peer TA" fosters the development of relationship-based learning and support communities among colleagues, often in like roles. Peer-to-Peer TA is based on the premise that a significant expert knowledge base exists in the field and that peers who have solved challenges on the ground have developed tools and strategies that can be shared with their colleagues.

"Quality Rating and Improvement System (QRIS)" means Iowa's voluntary child care rating system for Child Development Homes, licensed child care centers and preschools, and child care programs that are operated by school districts. The QRIS was developed to raise the quality of child care in Iowa, increase the number of children in high-quality child care settings, and educate parents about quality in child care. For more information, see <http://dhs.iowa.gov/quality-rating-system>.

"Quarterly Contract Start Dates" mean July 1st /October 1st /January 1st /April 1st of each year.

"Quarterly Contract End Dates" mean September 30th/December 31st /March 31st /June 30th of each year.

"Regional CCR&R Services" means the services provided within each CCR&R region and includes Scope of Work as outlined in Sections (1.3.1(A-G)).

"Regions" means the five geographic regions of CCR&R, which are represented in Attachments L and S.

"Regulatory Staff" means staff from the Agency responsible for ensuring compliance with child care regulations for centers, Child Development Homes, and CCA Paid Homes.

"T.E.A.C.H." means a comprehensive scholarship program that provides the early childhood workforce access to educational opportunities and helps to establish a well-qualified, fairly compensated and stable workforce for Iowa's children. This initiative is housed within the Iowa Association for the Education of Young Children (Iowa AEYC).

"Technical Assistance (TA)" means the provision of targeted and customized supports by a professional(s) with subject matter and adult learning knowledge and skills to develop or strengthen processes, knowledge application, or implementation of services by recipients. This includes multiple methods such as Consultant, Coaching and Peer-to-Peer TA.

1.3 Scope of Work

1.3.1 Deliverables, Performance Measures, and Monitoring Activities.

The Contractor shall conduct the following service activities in the performance of Regional Child Care Resource and Referral (CCR&R) Services:

1.3.1(A) CCR&R Agency Program Requirements:

1. General Requirements. Contractor shall:
 - A. Recruit, promote and support culturally and linguistically diverse governance, leadership, and workforce that is responsive to the population in the region.
 - B. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and procedures on an ongoing basis.
 - C. Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.
2. Office Requirements. Contractor shall:
 - A. Deliver CCR&R services in the CCR&R region set forth in the Contract.
 - B. Dedicate a Regional Director (See 1.3.1(D)(1)) to full-time leadership and oversight of the regional service area. The Regional Director shall be permanently housed in the regional office.
 - C. Identify as a CCR&R Agency on all printed materials, websites, correspondence, and telephone calls. All materials must also indicate "Funding provided by the Iowa Department of Human Services through the Child Care Development Fund."
 - D. Maintain a physical office within the region that must be open year-round, at least five days/week, except for national and state holidays in accordance with the Contractor's organizational policies.

~~3. Subcontracting. Contractor shall:~~

- ~~A. Allow subcontracting for the delivery of Contract services only when subcontracting provides the most effective and efficient method of service delivery, while giving consideration to appropriate span of control and supervisory supports for staff.~~
- ~~B. Obtain advance approval of all subcontractors from the Agency.~~
- ~~C. Assure subcontracted agencies identify themselves as a CCR&R contractor within the corresponding region on all printed materials, websites, correspondence, and telephone calls. All materials funded through the~~

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subcontract must also indicate "Funding provided by the Iowa Department of Human Services through the Child Care Development Fund."

4. Memberships/Partnerships/Licensure. Contractor shall:
- A. Participate as an active CCR&R State Network member to ensure uniform service delivery, including but not limited to:
 - 1. Attend trainings and other meetings convened by the CCR&R State Network.
 - 2. Present challenges and proposed solutions identified at the regional level to the CCR&R State Network for statewide agreement, development, and/or implementation.
 - 3. Develop and adhere to CCR&R policies and procedures and deliver CCR&R services as a cohesive statewide system, in collaboration with each of the other Regions.
 - B. Work in collaboration with Early Childhood Iowa (ECI) through Council membership and representation in appropriate component groups, as determined by the CCR&R State Network.
 - C. Obtain active CCAoA membership, within 30-days of the Contract effective date. Membership shall be maintained through the entire term of the Contract.
 - D. Obtain a license agreement for CCAoA's Suite of Data Services within 30-days of the Contract effective date. The license agreement shall be maintained for the entire term of the Contract. The Contractor shall provide the Agency access to the CCAoA Suite of Data Services through a user account.
 - E. Purchase and use an electronic survey tool (e.g., Survey Monkey) for the purpose of gathering survey information, as agreed upon by the CCR&R State Network and the Agency, within 30-days of the Contract effective date.
 - F. Approve the regional purchase and printing of statewide supplies, as organized by the Statewide Communication Coordinator in conjunction with the State Network Team and the Agency.

1.3.1(B) Provider Services

- 1. The Contractor shall provide both onsite and off-site training, including Technical Assistance (TA), Coaching, and Consultation services to child care providers in the region. Contractor shall place emphasis on on-site Coaching and Consultation. Contractor duties shall include, but are not limited to:
 - A. Support the child care provider's ability to achieve and maintain satisfactory regulatory status, as needed.
 - B. Assist child care providers, as requested by a provider and/or referred by the Agency, to address pre-inspection and/or complaint follow-up and to address areas of regulatory deficiency identified by the Agency. The Contractor shall work cooperatively with the Agency to ensure Consultation the Contractor provides is consistent with the compliance issues identified by the Agency.
 - C. Assist providers in achieving, maintaining, and increasing their quality as evidenced by their participation and performance in Iowa's Quality Rating and Improvement System (QRIS).
 - D. Assist providers in conducting a thorough self-assessment of their program and assisting them in improving the quality of care provided, based on the self-assessment.
 - E. Assist child care providers in assessing their environment using the Environment Rating Scales (ERS) and consult with child care providers to improve quality of child care based on ERS assessment results.
 - F. Implement and use an evidence-based Coaching model, e.g.: Practice Based Coaching, to coordinate with series training curriculum, as applicable.
 - G. Consult with child care providers to develop and implement professional development plans, including the Child Development Associate (CDA) credential and college education.
 - H. Consult with child care providers to support provider use of inclusive and culturally-appropriate child care policies and services.
 - I. Collaborate with the Agency in performing an initial assessment of regional childcare needs following a disaster and communicate with families utilizing childcare services during a disaster.
- 2. The Contractor shall offer appropriate cultural and linguistic support to providers, e.g.: services and communications are provided in languages spoken by the child care workforce.

3. The Contractor shall serve as the entry point for all initial Registered Child Development Home (CDH) and Child Care Assistance (CCA) Paid Provider Applications. Contractor shall submit completed application packets to the Agency for processing/approval.
4. The Contractor shall focus on moving non-registered providers to registered provider status.
5. The Contractor shall establish and lead provider peer support groups and facilitate Peer to Peer TA within two (2) areas of the region, at least quarterly. Meetings shall be held in the two (2) areas identified as those of greatest need.
6. To facilitate open communication and discuss provision of services, the Contractor shall schedule meetings with the Agency's Regulatory Staff and supervisors in the region, at least two (2) times per year.
7. To facilitate open communication and discuss provision of services, the Contractor shall schedule meetings with the Agency's Centralized Child Care Staff/supervisors, at least quarterly.
8. The Contractor shall conduct an annual assessment of training needs within the region. The assessment shall:
 - A. Include input from providers;
 - B. Dictate the number of series trainings (see 1.3.1 (B)(9)) offered in the region; and
 - C. Be discussed with and include input from members of the quarterly meetings with community agencies as set forth in Section 1.3.1(C)(1)(G).
9. Following assessment of training needs in the region, the Contractor shall develop and submit, for review and approval by the Agency, an annual training plan (Attachment M) outlining regional trainings to be offered throughout the Contract period. The draft training plan shall be provided to the Agency by June 1st of every year and shall include, at a minimum, the following series trainings, which must be delivered utilizing existing curricula as described in CCR&R Training Policies and Procedures Handbook (Attachment N):
 - A. ChildNet
 - B. Essentials (Pre-Service)
 - C. NapSacc
 - D. Quality School Aged Care
 - E. Program for Infant and Toddler Care, Modules 1-4
 - F. Early Childhood Positive Behavior and Intervention Supports for Family Child Care (EC-PBIS-FCC).
 - G. Early Childhood Positive Behavior and Intervention Supports for Preschool (EC-PBIS- Preschool).
 - H. Early Childhood Positive Behavior and Intervention Supports for Infants and Toddlers (EC-PBIS-IT).
 - I. Two-hour training (existing/still to be developed on the Iowa Early Learning Standards (IELS).
10. In addition to the trainings listed above, the Contractor shall provide additional trainings as determined by locally identified needs and/or as requested by the Agency. The Contractor shall ensure that all instructors meet and abide by the guidelines outlined in the CCR&R Training Policies and Procedures Manual (Attachment N).
11. The Contractor shall make any changes to the draft training plan that the Agency requests and submit a final plan to the Agency within ten (10) of receiving Agency feedback. The Contractor shall adhere to the Agency approved training plan at all times. Changes to the plan must receive pre-approval from the Agency.

12. The Contractor shall ensure provider's access to the ChildNet Certification program following CCR&R ChildNet Procedures (Attachment Q). Contractor duties shall include, but are not limited to:
 - A. Provide certification to all ChildNet training participants.
 - B. Provide Coaching to assist with preparation for ChildNet Certification, as requested.
 - C. Conduct ChildNet Certification visits in accordance with the CCR&R ChildNet Procedures (Attachments Q & R).
13. The Contractor shall market and promote regional provider attendance to four (4) statewide, web-based, Universal Precautions and Exposure Plan Trainings and four (4) statewide, web-based, Mandatory Child Abuse Reporter Trainings. Development of and support for both of the afore-mentioned trainings shall be the responsibility of Statewide Communication Support.
14. The Contractor shall develop and administer a survey aimed at assessing provider satisfaction with services offered by the Contractor. The Contractor shall obtain the Agency's approval of the survey prior to administering it. The survey shall be given to each provider receiving services through the Contractor within three days of each training delivery.
15. Quality Rating and Improvement System (QRIS)
 - A. The Contractor shall assist child care providers with achieving, maintaining, and increasing QRIS ratings. Contractor duties shall include, but are not limited to:
 1. Inform providers about the QRIS and distribute information regarding the application process and available supports to interested providers, using multiple delivery methods.
 2. Distribute QRIS applications to child care providers, as requested.
 3. Assist child care providers, as requested, in the completion of the program's QRIS application.
 4. Assist providers in developing a continuous quality improvement plan aimed at moving up the levels within the QRIS.
 5. Ensure the regional QRIS specialist receives, reviews, and does a preliminary scoring of all regional QRIS applications, before submitting the application to the Agency. The Contractor shall obtain any missing or incomplete information from the provider prior to submitting applications to the Agency.
 6. Submit completed QRIS applications to the Agency's central office for determination of QRIS rating.
 7. Support currently QRIS rated providers in maintaining a QRIS rating.
 - B. The Contractor shall inform and educate parents about the state's QRIS. Contractor duties shall include, but are not limited to:
 1. Collaborate with Statewide Parent Referral Services (see 1.3.1(H)) to ensure accurate and relevant information regarding QRIS is included in all parent referrals.
 2. Present and/or distribute information regarding the QRIS to parents via multiple delivery methods at events/locations frequently attended by parents, e.g., community fairs, birthing centers, workplace, social services offices, etc.
 3. Inform and educate the community about the state's QRIS. Duties shall include, but are not limited to:
 - a. Present and/or distribute information regarding the QRIS to community agencies including, but not limited to, the following: ECI, United Way, Board of Supervisors, Chamber of Commerce, etc.
 - b. Collaborate with Statewide Communication Support (1.3.1(J)) to develop key messages and a marketing plan to raise QRIS awareness in the community.
 - c. Collaborate with Statewide Communication Support to ensure accurate and current information regarding QRIS is contained within all statewide communication initiatives.
 - d. Develop and administer a survey aimed at assessing parent and community awareness of the QRIS. The Contractor shall obtain Agency approval of the survey prior to the survey's use. The

Contractor shall administer the survey regionally to parents, providers, and community members in January of each year.

16. Retention and Recruitment of Child Care Providers
 - A. The Contractor shall explore strategies to increase supply and access to high-quality child care programs.
 - B. The Contractor shall make quarterly written recommendations to the Agency that include both immediate and long-term strategies aimed at expanding the supply of high-quality care and sustaining quality over time.
 - C. The Contractor shall implement the identified strategies as approved by the Agency and the State Network Team.
 - D. The Contractor shall collaborate with First Children's Finance, as appropriate, to discuss: child care and early education business development, supply, ongoing recruitment and retention efforts, etc.
 - E. The Contractor shall present and/or distribute information regarding the significant need for and importance of quality child care to community agencies including, but not limited to, the following: ECI, United Way, Board of Supervisors, Chamber of Commerce, etc.
 - F. The Contractor shall provide, as requested, Consultation/Technical Assistance to communities and providers on how to effectively start a child care business, including but not limited to planning, governance, finances, staffing, and facilities.
17. Performance Measures for Provider Services. Contractor shall:
 - A. Contact and offer services to 100% of providers referred by the Agency for assistance/follow-up, within three business days upon receipt of the referral.
 - B. 90% of Registered Child Development Home (CDH)/Child Care Assistance (CCA) Paid Provider Applications submitted to the Agency's Centralized Child Care Unit do not require additional follow up.
 - C. 10% of Non-Registered Providers become Registered Child Development Home Providers each year (as measured, by the Agency, from July 1st to June 30th of each year).
 - D. 90% of child care programs are satisfied with CCR&R Provider Services, each quarter.
 - E. 85% of providers whose ratings are expiring within each quarter renew their rating and continue participating in the QRIS.
 - F. 25% of providers, whose ratings are expiring within each quarter, increase their QRIS level.
 - G. 10% increase in providers participating in the QRIS, each year. (based on total number of providers in the QRIS on July 1st of each year, as measured by the Agency)
 - H. 90% of all completed QRIS applications shall be submitted to the Agency, each quarter, without the need for the Agency to request additional follow-up information.
 - I. The Contractor shall increase, by at least one, the net combined number of Registered Child Development Homes and Licensed Child Care Centers within the region, on an annual basis.

1.3.1(C) Community Services

1. The Contractor shall provide, on an ongoing basis, resources and education about child care issues to community and business leaders, support early care and education initiatives throughout the regional service area; and serve as an advocate to community and business leaders to engage their support for child care issues. Duties shall include, but are not limited to the following:
 - A. Assist in the maintenance of the statewide CCR&R website, by providing the following information to the website's statewide designated point of contact, at least quarterly:
 1. Child care data specific to each county and region wide.
 2. Current regional staff directories.
 - B. Inform families and child care providers throughout the regional service area about the availability of and how to access CCR&R services.

- C. Inform community leaders and organizations throughout the regional service area about the availability of and how to access CCR&R services, including but not limited to Agency and Promise Jobs offices, hospitals and clinics, WIC clinics, and Maternal/Child Health agencies.
- D. Market services using multiple delivery modes including digital and print media.
- E. Provide presentations and/or participate in community fairs to promote awareness of CCR&R services and child care issues.
- F. Share appropriate data regarding child care in the area, as requested.
- G. Coordinate quarterly meetings with community agencies, inviting at a minimum, the following: ECI, United Way, Board of Supervisors, Chamber of Commerce, etc. The meeting shall focus on assessing/determining/reviewing the child care need in the area and developing a plan of action addressing how best to address the need as a community wide system.
- H. Offer services based on the community needs assessment and established plan of action (see 1.3.1(C)(1)(G)).
- I. Ensure the NACCRRAware Community Database is populated with accurate and updated information regarding community resources in the region, is updated at least quarterly, and includes information on how to access these resources.

2. Performance Measures for Community Services. Contractor shall:

- A. Hold community meetings (see 1.3.1(C)(1)(G)), within two areas of the region, with community leaders and organizations, at least quarterly. Meetings shall be held in the communities identified as those of greatest need.
- B. Provide or participate in at least eight presentations and/or fairs to educate community leaders/organizations on CCR&R services per year.
- C. Provide at least eight presentations about CCR&R services and child care issues targeting families and childcare providers per year.

1.3.1(D) Staffing Requirements

The Contractor shall maintain the following minimum positions, and additional positions (e.g., administrative assistant support for data entry, training logistics, etc.) as needed to provide quality services. The Contractor shall maintain minimum staff education and experience qualifications as specified. Degrees other than those specifically listed must be approved by the Agency. The Contractor shall ensure that staff members and individual contractors (e.g., instructors) are familiar with the KinderTrack (KT) and Training Registry Systems, are able to use the systems to support data collection and other work activities, and are able to support child care providers and families with the use of both systems as relevant to the work of the position. The Contractor shall ensure that staff members are deployed in a manner to ensure equitable service delivery across the region. The Contractor shall ensure that all staff providing or supervising direct services to families or child care providers receive two hours of training on child abuse reporting as required in Iowa Code § 232.69 within thirty days of hire and every five years thereafter.

Minimum Qualifications

1. Regional Director

Minimum qualifications include a bachelor's degree appropriate for the position and five years' experience providing organizational leadership, management, and staff supervision.

2. QRIS Specialist

Minimum qualifications include a bachelor's degree in early childhood, elementary education with an early childhood endorsement, or closely related field and two years' experience working with the QRIS. The QRIS Specialist shall:

- A. Enroll in the first available Level 1 I-Consult training following employment, as space allows.
- B. Successfully complete Level 1 I-Consult training within 12 months of beginning the training.

- C. After at least one year of employment as a child care consultant, enroll in the first available Level 2 I-Consult training following successful completion of I-Consult Level 1 training, as space allows.
- D. Obtain the I-Consult Credential within 12 months of beginning the Level 2 I-Consult training
- E. Maintain and renew the I-Consult credential following protocol developed by ISU-EO and the Agency.

3. Child Care Consultant

Minimum educational qualifications include a bachelor's degree in elementary education, with an early childhood endorsement; a bachelor's degree in early childhood; or a bachelor's degree in child and family services. Candidates who may not meet education requirements but have a combination of education and experience will be reviewed with and approved by the Agency, on a case by case basis.

- A. All Child Care Consultants shall:
 - 1. Enroll in the first available Level 1 I-Consult training following employment, as space allows.
 - 2. Successfully complete Level 1 I-Consult training within 12 months of beginning the training.
 - 3. After at least one year of employment as a child care consultant, enroll in Level 2 I-Consult training following successful completion of I-Consult Level 1 training, as space and support allows. The time period between completion of I-Consult Level 1 and enrollment in I-Consult Level 2 shall not exceed one year.
 - 4. Obtain the I-Consult Credential within 12 months of beginning the Level 2 I-Consult training.
 - 5. Maintain the I-Consult Credential following protocol developed by ISU-EO and the Agency.
- B. Until such time as all Child Care Consultants within the region have obtained the I-Consult Credential, a minimum of two Child Care Consultants per year shall obtain the I-Consult Credential as funding allows.
- C. At least one Child Care Consultant in each region shall be certified in PITC through WestEd and shall support all consultants with infant/toddler Consultation.
- D. The Contractor shall employ at least one individual who has earned the I-Consult Peer Mentor Credential. This individual shall have at least .10 FTE dedicated to Mentor responsibilities.
- E. All Child Care Consultants and Mentors shall maintain a current I-Consult Credential. Such credentials shall be renewed via the renewal process outlined by ISU-EO and the Agency.
- F. Staff providing Child Care Consultant Services, via an approved Agency waiver, under the a current contract may be "grandfathered" and approved as a Child Care Consultant under a new contract.

1.3.1(E) Data Requirements

- 1. The Contractor shall use the CCAoA's Suite of Data Services, the CCR&R provider database, or other database(s) as approved by the Agency, as the primary data collection and reporting system for all services. The Contractor shall:
 - A. Ensure that the applications within the CCAoA's Suite of Data Services, or other database(s) approved by the Agency, shall include registered Child Development Homes, licensed child care centers and preschools, license-exempt programs, and non-registered child care home providers. The database shall also include nonregistered providers receiving public funds for the purpose of including those providers in mailings by the Contractor. The database shall include, at a minimum: type of program; regulatory status; location; capacity; hours of operation; age range served; rates charged to parents for the ages served; and ability to serve children with special needs.
 - B. Update provider rates by September 1st of each year to support the Agency's efforts in accessing the most up-to-date provider rates (in establishing statewide payment rates for the state Child Care Assistance program).
 - C. Enter data, including provider information and services performed under this Contract, into applications within the CCAoA's Suite of Data Services or other Agency approved system(s) within

five days of provider notification or date of service provision. All provider files must be updated at least quarterly. Reasonable efforts shall be made to obtain and record e-mail addresses of parents, providers, and community members/stakeholders.

- D. Make data contained within NACCRRAware available to the public on a 24/7 basis for parent referrals. The full data base shall be made available as needed to state and local officials to assist in emergency response efforts.
- E. Update provider data with an accurate listing of all providers in the region. Update the database at least quarterly.
- F. Populate the NACCRRAware Community Database with accurate and updated information regarding community resources in the region and includes information on how to access these resources. Community resources information shall be updated at least quarterly.
- G. Have sound data back-up and recovery contingency plans in place for data.

1.3.1(F) Program Evaluation

1. The Contractor shall:

- A. Conduct program improvement activities, including Formative Evaluation methods, with staff and community partners. The Contractor shall carry out work related to a common focus area that is identified by the State Network Team and approved by the Agency by September 1st of each year. The Contractor shall compile these activities and their results and provide the results to the Agency by January 1st of each year.
- B. Share the Regional Formative Evaluation results with the CCR&R State Network, at scheduled meetings, for alignment of statewide quality improvement efforts.
- C. Conduct an Annual Assessment of programming using the National Association of Child Care Resource and Referral Agencies (NACCRA), Best Practices for Local Agencies evaluation tool (Attachment O) and develop a Continuous Quality Improvement Plan to be used within the Agency.

1.3.1(G) Contractor Reporting Requirements for Provider Services and Community Services

This section addresses Contractor reporting requirements for Provider Services and Community Services provided through the Contract.

- 1. The Contractor shall submit quarterly electronic reports. The quarterly reports shall be submitted to the Agency no later than (30) calendar days after the end of each quarter. A cumulative final report shall be submitted to the Agency (30) calendar days after the end of the Contract period (state fiscal year). All reports shall be submitted to the Agency in a format specified by the Agency and shall include, at a minimum, the following information:

2. Reporting Requirements for Provider Services

- A. Number of providers receiving TA and Consultation services, separated by regulatory type.
- B. Name and total number of providers referred by the Agency to CCR&R for regulatory assistance/follow-up.
- C. Name, number, and overall percentage of providers referred from the Agency, contacted by CCR&R and offered services.
- D. Name, number, and overall percentage of providers referred from the Agency who received Consultation and/or Technical Assistance from CCR&R.
- E. Number of provider applications submitted to the Agency, separated by regulatory type (CCA Paid vs. CDH).
- F. Number and overall percentage of applications submitted to the Agency that required additional follow up, separated by regulatory type (CCA Paid vs. CDH).
- G. Number of non-registered providers contacted.
- H. Number and overall percentage of non-registered providers moved to registered.

- I. Number of providers enrolled and percentage of providers successfully completing each of the contracted training events, including, but not limited to location, length of sessions, and content area.
 - J. Number of providers participating in an evidenced-based coaching model following successful completion of a series.
 - K. Number of trainings sessions delivered for the following:
 - 1. Infant toddler care.
 - 2. School-age care.
 - 3. Preschool care.
 - 4. Program Administration/Business Practices.
 - L. Number of training events and training hours offered in each CDA content area.
 - M. Number of training events cancelled and reason for cancellation.
 - N. Percentage of child care programs satisfied with CCR&R Services, separated by regulatory type (homes/centers/other).
 - O. Number of QRIS rated providers (total, separated by QRIS level and regulatory type) in the region on July 1st, at the beginning and end of each quarter, and on June 30th of each year.
 - P. Number of QRIS rated providers, expiring during the reporting period, separated by level and regulatory type (homes/centers/other).
 - Q. Number and overall percentage of QRIS providers expiring during the reporting period and maintaining their QRIS rating, separated by level and regulatory type (home/centers/other).
 - R. Number and overall percentage of QRIS providers expiring during the reporting period who increased their QRIS level at renewal (separated by QRIS level and regulatory type).
 - S. Number of QRIS rated providers in the region on July 1st of each year.
 - T. Number of QRIS rated providers in the region on June 30th of each year.
 - U. Number and overall percentage of increase/decrease in QRIS rated providers within the region from July 1st of each year to June 30th of each year.
 - V. Number of QRIS applications submitted to the Agency.
 - W. Number and percentage of QRIS applications returned to CCR&R by the Agency for additional follow-up.
 - X. Overall percentage of persons surveyed (see 1.3.1(B)(15)(B)(3)(d)) reporting an awareness of Iowa's QRIS.
3. REPORTING REQUIREMENTS FOR COMMUNITY SERVICES
- A. Number of community meetings held, including date, location, and attendance.
 - B. Number of presentations and/or fairs attended aimed at educating community leaders/organizations on CCR&R services, including date and location.
 - C. Number of presentations about CCR&R services and child care issues targeting families and childcare providers, including date and location.
 - D. Narrative regarding the identified need and subsequent action plan from quarterly meetings with community agencies.

This ends the Scope of Work Deliverables for Regional CCR&R Services. The remaining services consisting of Statewide Parent Referral, Statewide Training Coordinator/Curriculum Developer, Statewide Communication Support, and Iowa Child Care Complaint Hotline (ICCH). These services will be awarded on a statewide basis. If interested in bidding, see Section 3 of this RFP for instructions.

1.3.1 (H) Statewide Parent Referral Services

- 1. The Contractor shall secure, maintain, and manage a statewide, toll-free, telephone number to be used for parent referral services.

2. The Contractor shall provide centralized parent referral services, at no charge, that are accessible and meet the needs of the entire state. The Contractor shall provide, at a minimum, the following services:

A. Make telephone parent referral services available during the following hours, at a minimum:

Monday	7:00am to 7:00pm
Tuesday	8:00am to 4:30pm
Wednesday	7:00am to 7:00pm
Thursday	8:00am to 4:30pm
Friday	8:00am to 4:30pm
Saturday	8:00am to noon

- B. Web-based information using the NACCRRAware on-line Referral Module shall provide parents access to information on a 24/7 basis.
- C. Assure that parent's requests for services are responded to in a timely manner.
- D. Assess the child care needs of the parent/family through an interview process and provide the parent with printed or electronic referrals that address their child care needs.
- E. Make parents aware of the different types of providers available for referral and encourage parents/families to select regulated providers.
- F. Inform parents that they will be given a referral and not a recommendation.
- G. Provide referrals to any provider that has been approved by the Agency as meeting the criteria for licensure, registration, or the receipt of Child Care Assistance payment, unless expressly prohibited by the Agency. The Contractor cannot limit or restrict referrals to Agency-approved providers. Providers may request that their name not be given out for referrals.
- H. Include the provider's Quality Rating and Improvement System (QRIS) level in the information maintained in NACCRRAware, educate the parent/family on the QRIS, provide the QRIS level to parents at time of referral and encourage parents to use the QRIS as a tool when choosing appropriate child care.
- I. Provide referrals in a format that identifies at the top of the listing all providers whom are rated in Iowa's QRIS for the geographic area and that meet the parameters selected by the parent.
- J. Assess any additional community/service needs the family may have through an interview process and provide the caller with printed or electronic referrals that address any community/service needs, through the use of the regional NACCRRAware Community Database.
- K. Ensure identified core materials to be included in all parent referral packets are provided to each family/parent, in the method preferred by the family (e.g., email, mailed, in-person pick up, etc.). Provide information contained in the core parent packet to the CCR&R State Network Team and the Agency, annually, for review to ensure accuracy and up-to-date information. The Contractor shall include the following core materials in all parent packets:
1. Cover letter that includes:
 - a. Disclaimer language regarding referral vs. recommendation;
 - b. Confidentiality statement;
 - c. CCR&R website; and
 - d. A statement regarding services provided at no-cost.
 2. Information informing ~~providers~~ parents about the State's Quality Rating and Improvement System.
 3. Appropriate resource materials, including, but not limited to current information on child care subsidy/eligibility criteria and information on additional community resources/services that may be available and of assistance to the family/parent.
 4. The standardized "Choosing Child Care" booklet
- L. Demonstrate and promote sensitivity to cultural and ethnic diversity by providing consumer education and/or translations for non-English speaking provider and families, as necessary.
- M. Develop a Parent Referral Follow-Up Form that:

1. Assesses parent/family satisfaction with the services provided by the Contractor.
 2. Assesses the Contractor's compliance with mandated performance measures and assists with meeting mandated reporting requirements.
 3. Is provided to all parents/families receiving Parent Referral Services via phone or on a walk-in basis.
 4. Is approved by the Agency.
- N. Provide assistance, within 48 business hours of notice by the Agency or others, to parents when notified of a potential or actual closing of a Child Development Home or center.
- O. Maintain best practices and procedures as identified by the CCR&R State Network and approved by the Agency.

~~P. Subcontracting-~~

- ~~1. Assure subcontracting for the delivery of contract services only when subcontracting provides the most effective and efficient method of service delivery, while giving consideration to appropriate span of control and supervisory supports for staff.~~
- ~~2. Assure subcontracted agencies will not enter into independent contracts for delivery of Statewide Parent Referral Services without Agency approval.~~
- ~~3. Assure subcontracted agencies identify themselves as a CCR&R contractor within the corresponding region on all printed materials, websites, correspondence, and telephone calls. All materials funded through the subcontract must also indicate "Funding provided by the Iowa Department of Human Services through the Child Care Development Fund."~~

3. Quarterly Performance Measures for Statewide Parent Referral Services. Contractor shall meet the following performance measures:

- A. 85% of parents/families are satisfied with referral services provided.
- B. 85% of parents/families report an understanding of the Iowa Quality Rating System (QRS).
- C. 85% of parents/families report the referral list they were given was accurate.
- D. 65% of parents/families chose regulated care.
- E. 55% of parents/families were able to secure childcare from the referrals provided.
- F. 85% of parents/families report having been given information regarding available community resources and information on how to access such.
- G. 90% of parents/families report receiving the information they requested from CCR&R within one business day.
- H. 90% of parents/families report a message left on the parent referral hotline was returned within one hour.
- I. 90% of parents/families report a hold time of less than 10 minutes.
- J. 90% of parents/families report a message left on the parent referral hotline after hours or during a weekend/holiday was returned by 10am the next business day.

4. Reporting Requirements for Statewide Parent Referral Services

The Contractor shall submit electronic, quarterly, reports. The quarterly reports shall be submitted to the Agency no later than (30) calendar days after the end of each quarter. A cumulative final report shall be submitted to the Agency (30) calendar days after the end of the Contract period (state fiscal year). All reports shall be submitted to the Agency in a format specified by the Agency and shall include, at a minimum, the following information:

- A. Number of referrals, by type.
- B. Number of surveys sent and received by type of referral. Survey results must include, at a minimum, the following:
 1. % of parents who are satisfied with CCR&R services.
 2. % of parents indicating R&R Parent referral services were easily accessible.
 3. % of parents who found care from the referrals provided.
 4. % of parents who found care in a licensed center/preschool.
 5. % of parents who found care in a Child Development Home.
 6. % of parents who found care in a QRS rated program.

7. % of parents who found care in a non-regulated setting.
8. % of parents reporting an understanding of quality indicators in a child care setting.
9. % of parents reporting an understanding of QRIS.
10. % of parents reporting the referral list given to them by CCR&R was accurate.
11. % of parents reporting having been given information regarding available community services/resources and how to access them.
12. % of parents reporting a message left on the parent referral hotline was returned within one hour.
13. % of parents reporting a hold time of less than 10 minutes.
14. % of parents reporting receiving an initial response to their request for service within one business day.

1.3.1 (I) Statewide Training Coordinator/Curriculum Developer

Minimum Qualifications:

Minimum qualifications shall include a bachelor's degree in early childhood or elementary education with early childhood endorsement, formal education in adult learning or at least five) years of experience delivering successful adult education, at least two years' experience in developing new and revising existing training curriculum and advanced knowledge regarding curriculum design and teaching theory.

1. The Contractor shall:

- A. Purchase, manage, and maintain an on-line, interactive training delivery platform, e.g., Moodle.
- B. Implement, at least two statewide trainings (as determined by the State Network Team and approved by the Agency) via an interactive, on-line delivery platform each Contract year.
 1. The first training shall be online and ready for delivery by January 15th of each year, and the second training shall be online and ready for delivery by June 15th of each year.
 2. The first training shall be developed/revised and ready to roll out via the online platform by January 15th, 2019, and shall be a two hour training on the Iowa Early Learning Standards.
- C. Ensure identified core-training curriculums are available statewide via the online, interactive platform and are available for in-person training.
- D. Lead the development of new and revision of existing training curriculum. All training curricula shall contain, at a minimum, the following:
 1. Interactive adult learning strategies.
 2. Opportunity to implement a train-coach-train model of consultation, when applicable.
 3. Content that is research/evidence based (when applicable), relevant and up-to-date with the most recent information/research available.
- E. Assess the effectiveness of curricula and instructional methods used to deliver training across the state.
- F. Develop a 'how-to' tutorial, to be available/delivered electronically, to individuals seeking a career in child care.
- G. Provide development, technical support, and presentation of CCR&R training webinars, as identified by the State Network Team and approved by the Agency.
- H. Develop and administer (at each training, to each trainer), a survey aimed at assessing and evaluating the newly developed/revised training curriculum.
- I. Offer appropriate cultural and linguistic support to providers, i.e.: services and communications are provided in languages spoken by the child care workforce.

2. Performance Measures for Statewide Training Coordinator/Curriculum Developer

The Contractor shall:

- A. Meet quarterly with representatives from each region to identify trainings in need of development/revision. Any recommendations for training development/revision shall be approved by the Agency and the CCR&R State Network Team.

- B. Develop (new) and/or revise (existing) at least two trainings annually for statewide delivery (working in conjunction with the regional training specialists), as approved by the Agency and the CCR&R State Network Team.
- C. 85 % of approved trainers report adult learning strategies are incorporated into the training.
- D. 85% of approved trainers report the training is research/evidence based, when applicable, relevant and up-to-date with the most recent information available.
- E. 85% of approved trainers report that the training includes an opportunity to implement a train-coach-train model of Consultation (where applicable).

3. Reporting Requirement for Statewide Training Coordinator/Curriculum Developer

The Contractor shall submit quarterly electronic reports. The quarterly reports shall be submitted to the Agency no later than thirty calendar days after the end of each quarter. A cumulative final report shall be submitted to the Agency thirty calendar days after the end of the Contract period. All reports shall be submitted to the Agency in a format specified by the Agency and shall include, at a minimum, the following information:

- A. Name of training/trainings delivered using the online platform, dates of training, and the number of participants, separated by training.
- B. Dates of quarterly meetings with the regional representatives to identify trainings in need of development/revision.
- C. Name of training/trainings developed/revise and the process used to ensure statewide delivery.
- D. % of approved trainers reporting adult learning strategies were incorporated into the training.
- E. % of approved trainers reporting the training was research/evidence based (when applicable), relevant, and up-to-date with the most recent information available.
- F. % of approved trainers reporting that the training included an opportunity to implement a train-coach-train model of Consultation (where applicable).

1.3.1 (J) Statewide Communication Support

1. The Contractor shall:

- A. Secure, maintain, and monitor a CCR&R statewide toll-free telephone number.
- B. Develop, maintain, and revise (as necessary and/or as requested by the Agency) a statewide website with current information that includes, at a minimum, the following standardized items:
 - 1. CCR&R mission, logo and identification as part of a statewide, CCR&R Network.
 - 2. Description of the services available through CCR&R and how to access such services.
 - 3. Child care data specific to each county, region and statewide.
 - 4. Regional staff directories.
- C. Coordinate the development and distribution of a quarterly electronic CCR&R State Network newsletter to the Agency, childcare providers, community members and stakeholders.
- D. Coordinate the development and distribution of an electronic CCR&R annual report to the Agency, childcare providers, community members, and stakeholders.
- E. Coordinate the purchase and printing of statewide supplies and materials between the Regions. The Contractor shall proportionately divide costs for purchasing and printing of statewide supplies and materials between the Regions.
- F. Develop/Support and present four (4) web based Universal Precautions and Exposure Plans and four (4) web-based Mandatory Child Abuse Reporter Trainings. Both trainings shall be open to statewide attendance, and the marketing of trainings shall be the responsibility of each individual region. The Contractor shall:
 - 1. Ensure all trainings are posted on the DHS Training Registry.
 - 2. Process the completion of the classes (certificates, evaluations, etc.).
- G. Facilitate the development and implementation, in conjunction with the community services team, of an annual Statewide CCR&R Marketing Plan. The Marketing Plan shall be approved by the CCR&R State Network Team and the Agency.

- H. Design, coordinate, and distribute (as requested by the Agency) statewide correspondence using an email marketing services, e.g.: Constant Contact. Email contact listings shall be gathered from each region and the Agency. Audiences shall include, but not be limited to the following:
 - 1. Providers;
 - 2. Families;
 - 3. Community contacts;
 - 4. Stakeholders;
 - 5. Legislators; and
 - 6. Special target audiences.
- I. Format, proof, and post the statewide manuals to the website annually. Contractor shall gather changes for the statewide manual from each region at least once every fiscal year and prior to updating the website.
- J. Collaborate with the Early Childhood Iowa - Parent Engagement Group to participate in ECI Day on the Hill.
- K. Conduct activities in conjunction with the CCR&R State Network and with final approval of the Agency.

L. Subcontracting

- ~~1. Assure subcontracting for the delivery of contract services only when subcontracting provides the most effective and efficient method of service delivery, while giving consideration to appropriate span of control and supervisory supports for staff.~~
- ~~2. Assure subcontracted agencies will not enter into independent contracts for delivery of Statewide Communications Support without Agency approval.~~
- ~~3. Assure subcontracted agencies identify themselves as a CCR&R contractor within the corresponding region on all printed materials, websites, correspondence, and telephone calls. All materials funded through the subcontract must also indicate "Funding provided by the Iowa Department of Human Services through the Child Care Development Fund."~~

2. Performance Measures for Statewide Communication Support. Contractor shall:

- A. Ensure information contained on the website is current, accurate, and relevant on a quarterly basis.
- B. Distribute the electronic version of the statewide newsletter to the email listings provided by each region and the Agency, on a quarterly basis.
- C. Distribute the electronic version of the annual report to the email listings provided by each region and the Agency by October 1st of each year.
- D. Present one web based Universal Precautions and Exposure Plans and one web-based Mandatory Child Abuse Reporter Training each quarter, or as needed (as identified by each region, the State Network Team and/or the Agency).
- E. Complete and implement the marketing plan by September 1st of each year.
- F. Request additions/updates to regional email addresses on a quarterly basis.
- G. Post statewide manuals to the website annually. Contractor shall father necessary changes to a statewide manual from each of the team's liaisons at least once every fiscal year.

3. Reporting Requirements for Statewide Communication Support

The Contractor shall submit quarterly electronic reports. The quarterly reports shall be submitted to the Agency no later than thirty calendar days after the end of each quarter. A cumulative final report shall be submitted to the Agency thirty calendar days after the end of the Contract period. All reports shall be submitted to the Agency in a format specified by the Agency and shall include, at a minimum, the following information:

- A. Submit activity and purchasing reports to the CCR&R State Network and the Agency, on a quarterly basis.
- B. % open rate of the electronic quarterly newsletter.
- C. % open rate of the electronic annual report.
- D. # of participants trained on UP/EP and MCART each quarter, total and by region.

1.3.1 (K) Iowa Child Care Complaint Hotline (ICCCH)

1. The Contractor shall:
 - A. Secure and maintain a statewide, toll-free, telephone number to be used for child care complaint calls (hotline).
 - B. Ensure ongoing oversight and management of the State Child Care Complaint Hotline, to include:
 1. Answer calls coming into the hotline (during regular business hours, 8:00am to 5:00pm). The Contractor shall offer appropriate cultural and linguistic support to callers.
 2. Ensure that all messages left on the complaint hotline are responded to in a timely manner.
 3. Enter ICCCH call information into the Online ICCCH Call Log (Attachment P).
 4. Document all reported complaints regarding specific child care providers or facilities in the Child Care Regulatory Information System, for review by the Agency. The Contractor is not required to maintain separate documentation of the child care complaint. The Agency will retain sole responsibility for determining a need for and conducting any investigation as a result of the complaint documented by the Contractor.
2. Performance Measures for Iowa Child Care Complaint Hotline
 - A. ICCCH phone messages shall be returned within one business day.
 - B. ICCCH hold times shall be less than 10 minutes.
 - C. ICCCH after hour/weekend/holiday messages shall be returned by 10am the next business day.
 - D. Contractor shall ensure all required information regarding a complaint call is documented in the Child Care Regulatory Information System within 24-hours of completing the call.
3. Reporting Requirements for Iowa Child Care Complaint Hotline. Contractor shall:

Electronically submit the completed ICCCH Call Log to the Agency by the 5th of each month. The log shall contain all information pertaining to calls coming into the hotline during the previous month.

1.4 Contract Payment Methodology.

1. Payment of the agreed upon base contract amount shall be contingent on the Contractor providing services as outlined in the Contract, achieving contract performance measures, submitting correct reports in a timely manner, and submitting invoices to the Agency each ~~quarter~~ month. The Contractor's invoices shall reflect only the out of pocket expenses incurred during the previous ~~quarter~~ month. The Contractor shall provide documentation that is necessary to support all charges included on the invoice. In no case shall the Contractor Invoice the Agency above the amounts outlined in each of the individual budget line items, without prior approval of the Agency.
2. Pay for performance dollars are also included as part of this Contract and shall be used to assess and incentivize yearly performance by the Contractor. The Agency has identified three performance measures to help further align Contractor incentives with increased quality of care. By meeting or exceeding these performance measures, the Contractor will show their commitment to improving the overall quality of child care services within their region. The pay for performance measures are as follows:
 - A. 95% or above of all completed Registered Child Development Home (CDH) and Child Care Assistance (CCA) Paid Provider Applications shall be submitted to the Agency's Centralized Child Care Unit each year (July 1st – June 30th), without the need for additional Agency follow-up, including but not limited to: missing documentation, unsigned documents, incorrect information, information not satisfying established criteria, etc. An additional two percent of the agreed upon base contract amount of the current Contract year (July 1st – June 30th) for Regional CCR&R Services will be paid to the Contractor upon the Contractor's successful completion of this performance measure. The base contract amount does not incorporate any Contract amounts for Statewide Parent Referral services, Statewide Training Coordinator/Curriculum Developer services, Statewide Communication Support services, Iowa Child

Care Complaint Hotline services, or non-Agency funding sources. It also does not incorporate any of the incentive amounts set forth in this section that the Contractor may have earned.

B. 95% or above of all completed QRIS applications shall be submitted to the Agency each year (July 1st – June 30th) without the need for additional Agency follow-up, including but not limited to: missing documentation, unsigned documents, incorrect information, information not satisfying established criteria, etc. An additional two percent of the agreed upon base contract amount of the current Contract year (July 1st – June 30th) for the Regional CCR&R Services Contract will be paid to the Contractor upon the Contractor's successful completion of this performance measure. The base contract amount does not incorporate any Contract amounts for Statewide Parent Referral services, Statewide Training Coordinator/Curriculum Developer services, Statewide Communication Support services, Iowa Child Care Complaint Hotline services, or non-Agency funding sources. It also does not incorporate any of the incentive amounts set forth in this section that the Contractor may have earned.

C. A net increase in the overall combined number of Registered Child Development Homes and Licensed Child Care Centers from those in the region on July 1st at the beginning of each Contract year to the overall combined number of Registered Child Development Homes and Licensed Child Care Centers in the region on June 30th at the end of that same Contract year. The Contract payment for performance is based on the following increases in net numbers, per year:

1. GOLD STANDARD = If the Contractor achieves a four percent or above net increase in overall combined number of Registered Child Development Homes and Licensed Child Care Centers in the region on July 1st at the beginning of each Contract year and the overall combined number of Registered Child Development Homes and Licensed Child Care Centers in the region on June 30th at the end of that same Contract year, the Agency will pay the Contractor \$25,000 per Contract year in which this threshold is met, above the agreed upon base amount of the Contract for meeting the gold standard on this performance measure.

2. SILVER STANDARD = If the Contractor achieves a two percent or above net increase in overall combined number of Registered Child Development Homes and Licensed Child Care Centers in the region on July 1st at the beginning of each Contract year and the overall combined number of Registered Child Development Homes and Licensed Child Care Centers in the region on June 30th at the end of that same Contract year. The Agency will pay the Contractor \$15,000 per Contract year in which this threshold is met, above the agreed upon base amount of the Contract for meeting the silver standard on this performance measure.

3. The gold and silver performance standards are mutually exclusive and both gold and silver standards cannot be earned during the same Contract year.

D. All pay for performance measures shall be measured and earned separately by Contract.

E. Contractors shall submit Invoices for the pay for performance incentive payments after review and approval by the Agency and within 30 days of the Contract year end.

F. Determination of whether a Contractor has met a pay for performance measure shall be made at the sole discretion of the Agency.

G. Pay for performance incentives are subject to amendment at the beginning of each contract year.

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
Iowa Department of Human Services -- Hoover Building
1305 E. Walnut -- 5th Floor (ACFS)
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.

Resources related to this RFP are available at the following website:
https://dhs.iowa.gov/ACFS_19-001_Bidders_Library.

Materials available electronically include: Additional RFP attachments and bidders' library materials.

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: 515-281-0390.

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.

The Agency will post responses to questions received on the State’s website at: <http://bidopportunities.iowa.gov/> by the dates provided in the Procurement Timetable. Follow-up questions to initial responses are permissible as long as all questions are received by the final due date and time for bidder Questions as 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 be 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 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 correctable flaws. At the same time, it is important to maintain fairness to all bidders in the procurement process. Therefore, the Agency reserves the discretion to permit cure of variances, waive variances, or disqualify Bid Proposals for reasons that include, but may not be limited to, the following:

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

The determination of whether or not to disqualify a proposal and not consider it for award of a contract for any of these reasons, or to waive or permit cure of variances in Bid Proposals, is at the sole discretion of the Agency. No bidder shall obtain any right by virtue of the Agency's election to not exercise that discretion. In the event the

Agency waives or permits cure of variances, such waiver or cure will not modify the RFP specifications or excuse the bidder from full compliance with RFP specifications or other contract requirements if the bidder enters into a contract.

2.14 Bid Proposal Clarification Process.

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

2.15 Verification of Bid Proposal Contents.

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

2.16 Reference Checks.

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

2.17 Information from Other Sources.

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

2.18 Criminal History and Background Investigation.

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

2.19 Disposition of Bid Proposals.

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

2.20 Public Records and Request for Confidential Treatment.

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

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

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

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

2.21 Copyrights.

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

2.22 Release of Claims.

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

2.23 Reserved. (Presentations)

2.24 Notice of Intent to Award.

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

2.25 Acceptance Period.

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

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

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

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

The Agency must receive the written request for reconsideration within five days from the date of the notice of disqualification 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.
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 6 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. An additional Proposal copy may be submitted in PDF format. Files shall not be password protected or saved with restrictions that prevent copying, saving, highlighting, or reprinting of the contents.
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”.
<p>Exceptions to RFP/Contract Language</p>	<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.

Submission Instructions for Bid Proposals for Regional CCR&R Services (Corresponds with Sections 1.3.1(A) through 1.3.1(G) of this RFP’s Scope of Work Section):

If bidding on more than one CCR&R region, submit a separate, complete proposal for each region.

3.2.1 Information to Include Behind Tab 1:

Transmittal Letter.

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

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

The Bid Proposal must contain a table of contents.

3.2.3 Information to Include Behind Tab 3: RFP Forms.

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

- Release of Information Form
- Primary Bidder Detail & Certification Form
- Subcontractor Disclosure Form (one for each proposed subcontractor). Include forms for any subcontractors proposed for Regional CCR&R Services and any of the four optional services included in the Bid Proposal.
- Certification and Disclosure Regarding Lobbying

3.2.4 Information to Include Behind Tab 4: Bidder’s Approach to Meeting Deliverables for Regional CCR&R Services (Sections 1.3.1(A) through 1.3.1(G)).

The bidder shall address each Deliverable that the successful contractor will perform as listed in Section 1.3.1(A) through 1.3.1(G) (Scope of Work) by first restating the Deliverable from the RFP and then detailing the bidder’s planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses

should provide sufficient detail so that the Agency can understand and evaluate the bidder's approach, and should not merely repeat the Deliverable.

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

Note:

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

3.2.4.1 Provide a transition plan detailing how your entity would prepare to deliver services region-wide beginning July 2, 2018. At minimum, the plan should address each Regional CCR&R Service, including at minimum, staffing (hiring, orientation, and training), collaborative relationships, fiscal and reporting processes, and office space and equipment procurement.

3.2.4.2 The Bidder shall provide explanation as to how the Bidder's board meets the requirements outlined in Iowa Code § 237A.(26) prior to the anticipated start date for the provision of services as listed in the Timetable for this RFP. This Code section requires the Bidder's board to include providers, consumers, and other persons interested in the provision or delivery of child care services.

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 for Regional CCR&R Services.

3.2.5.1.2 Description of all services similar to those sought by this RFP for Regional CCR&R Services that the bidder has provided to other businesses or governmental entities within the last twenty-four (24) months.

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 any of the services sought in this RFP (including statewide services), 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 for Regional CCR&R Services, 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 for Regional CCR&R Services

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

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 Regional CCR&R Services. 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 work 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.

Bidders only bidding on Regional CCR&R Services do not need to respond to instructions in Sections 3.2.6 through 3.2.14 below. If only bidding on Regional CCR&R Services, continue reading instructions for bid proposals at Section 3.3, Cost Proposal (below).

The Agency welcomes all bidders bidding on Regional CCR&R Services to also consider proposing to provide services on one of the four statewide services. To do so, follow instructions immediately below this box.

3.2.6 Submission Instructions for Optional Bids.

Bidders who submit a bid proposal for Regional CCR&R Services also have the option to bid on one, some, or all of the following four statewide services.

1. Statewide Parent Referral Services
2. Statewide Training Coordinator / Curriculum Developer
3. Statewide Communication Support
4. Iowa Child Care Complaint Hotline (ICCCH)

Information to include in Bid Proposals for these four services is provided below. To submit a bid for these services, Bid Proposals should be organized into sections **in the same order provided here** using tabs to separate each section. Submit this information in the same proposal as the Regional CCR&R Services proposal. If a bidder is submitting bids to provide CCR&R services in more than one region, the information for these optional services needs to be included in only one Bid Proposal

3.2.7 Information to Include Behind Tab 6: Bidder's Approach to Meeting Deliverables for Section 1.3.1(H), Statewide Parent Referral Services

The bidder shall address each Deliverable that the successful contractor will perform **as listed in Section 1.3.1(H) Statewide Parent Referral Services** by first restating the Deliverable from the RFP and then detailing the bidder's planned approach to meeting each Contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the bidder's approach, and should not merely repeat the Deliverable.

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

Note:

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

3.2.7.1 Provide a transition plan detailing how your entity would prepare to deliver Statewide Parent Referral Services beginning July 2, 2018.

3.2.8 Information to Include Behind Tab 7: Bidder's Background Regarding Statewide Parent Referral Services.

3.2.8.1 Experience.

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

3.2.8.1.1 Level of technical experience in providing the types of services sought for Statewide Parent Referral Services.

3.2.8.1.2 Description of all services similar to those sought by this RFP for Statewide Parent Referral Services that the bidder has provided to other businesses or governmental entities within the last twenty-four (24) months.

3.2.8.1.3 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 for Statewide Parent Referral Services, 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.

3.2.8.1.4 Description of experience managing subcontractors, if the bidder proposes to use subcontractors for the provision of Statewide Parent Referral Services.

3.2.8.2 Personnel.

The bidder shall provide the following information regarding personnel:

3.2.8.2.1 Table of Organization.

Illustrate the lines of authority showing staff who will provide services under the RFP for Statewide Parent Referral Services.

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

3.2.8.2.3 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 Statewide Parent Referral Services. 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 work 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.

3.2.9 Information to Include Behind Tab 8: Bidder's Approach to Meeting Deliverables for Section

1.3.1(I), Statewide Training Coordinator / Curriculum Developer

The bidder shall address each Deliverable that the successful contractor will perform as listed in Section 1.3.1(I) Statewide Training Coordinator / Curriculum Developer by first restating the Deliverable from the RFP and then detailing the bidder's planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the bidder's approach, and should not merely repeat the Deliverable.

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

Note:

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

3.2.10 Information to Include Behind Tab 9: Bidder's Background Regarding Statewide Training Coordinator / Curriculum Developer

3.2.10.1 Experience.

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

3.2.10.1.1 Level of technical experience in providing the types of services sought for Statewide Training Coordinator / Curriculum Developer.

3.2.10.1.2 Description of all services similar to those sought by this RFP for Statewide Training Coordinator / Curriculum Developer that the bidder has provided to other businesses or governmental entities within the last twenty-four (24) months.

3.2.10.1.3 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 for Statewide Training Coordinator / Curriculum Developer, 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.

3.2.10.1.4 Description of experience managing subcontractors, if the bidder proposes to use subcontractors for the provision of Statewide Training Coordinator / Curriculum Developer.

3.2.10.2 Personnel.

The bidder shall provide the following information regarding personnel:

3.2.10.2.1 Table of Organization.

Illustrate the lines of authority showing staff who will provide services under the RFP for Statewide Training Coordinator / Curriculum Developer.

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

3.2.10.2.3 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 Statewide Training Coordinator / Curriculum Developer services. Note that the training coordinator must meet the qualifications provided in Section 1.3.1(I). 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 work 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.

3.2.11 Information to Include Behind Tab 10: Bidder's Approach to Meeting Deliverables for Section 1.3.1(J), Statewide Communication Support.

The bidder shall address each Deliverable that the successful contractor will perform **as listed in Section 1.3.1(J) Statewide Communication Support** by first restating the Deliverable from the RFP and then detailing the bidder's planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the bidder's approach, and should not merely repeat the Deliverable.

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

Note:

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

3.2.12 Information to Include Behind Tab 11: Bidder's Background Regarding Statewide Communication Support.

3.2.12.1 Experience.

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

3.2.12.1.1 Level of technical experience in providing the types of services sought for Statewide Communication Support.

3.2.12.1.2 Description of all services similar to those sought by this RFP for Statewide Communication Support that the bidder has provided to other businesses or governmental entities within the last twenty-four (24) months.

3.2.12.1.3 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 for Statewide Communication Support, 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.

3.2.12.1.4 Description of experience managing subcontractors, if the bidder proposes to use subcontractors for the provision of Statewide Communication Support.

3.2.12.2 Personnel.

The bidder shall provide the following information regarding personnel:

3.2.12.2.1 Table of Organization.

Illustrate the lines of authority showing staff who will provide services under the RFP for Statewide Communication Support.

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

3.2.12.2.3 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 Statewide Communication Support. 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 work 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.

3.2.13 Information to Include Behind Tab 12: Bidder's Approach to Meeting Deliverables for Section 1.3.1(K), Iowa Child Care Complaint Hotline.

The bidder shall address each Deliverable that the successful contractor will perform as listed in Section 1.3.1(K) **Iowa Child Care Complaint Hotline** by first restating the Deliverable from the RFP and then detailing the bidder's planned approach to meeting each contractor Deliverable immediately after the restated text. Bid responses should provide sufficient detail so that the Agency can understand and evaluate the bidder's approach, and should not merely repeat the Deliverable.

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

Note:

- Responses to Deliverables shall be in the same sequence as presented in the RFP.
- Bid Proposals shall identify any deviations from the specifications the bidder cannot satisfy.
- Bid Proposals shall not contain promotional or display materials unless specifically required.

- If a bidder proposes more than one method of meeting the RFP requirements, each method must be drafted and submitted as separate Bid Proposals. Each will be evaluated separately.

3.2.14 Information to Include Behind Tab 13: Bidder's Background Regarding the Iowa Child Care Complaint Hotline.

3.2.14.1 Experience.

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

3.2.14.1.1 Level of technical experience in providing the types of services sought for the Iowa Child Care Complaint Hotline.

3.2.14.1.2 Description of all services similar to those sought by this RFP for the Iowa Child Care Complaint Hotline that the bidder has provided to other businesses or governmental entities within the last twenty-four (24) months.

3.2.14.1.3 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 for the Iowa Child Care Complaint Hotline, 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.

3.2.14.1.4 Description of experience managing subcontractors, if the bidder proposes to use subcontractors for the provision of the Iowa Child Care Complaint Hotline.

3.2.14.2 Personnel.

The bidder shall provide the following information regarding personnel:

3.2.14.2.1 Table of Organization.

Illustrate the lines of authority showing staff who will provide services under the RFP for the Iowa Child Care Complaint Hotline.

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

3.2.14.2.3 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 the Iowa Child Care Complaint Hotline. 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 work 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.

3.2.14.3 Reserved. (Financial Statements)

3.3 Cost Proposal.

Pricing Restrictions.

Indirect Costs.

The Agency is placing a limit on the amount of funds that may be spent on Indirect Costs under any Contract(s) resulting from this RFP. Spending on Indirect Costs, for both the Contractor and any/all Subcontractors combined, cannot exceed 15% of the total Contract amount. For example, a Contract valued at \$100,000 cannot allocate more than \$15,000 to expenditures for Administrative Costs and Facilities, when combined, as defined in this RFP.

Content and Format.

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

The bidder's Cost Proposal shall be submitted using the pricing worksheet set forth in Attachment G of this RFP and shall include a budget narrative outlining justification for each line item expense. The maximum allowable Indirect Costs are 15% of the total budget. Allowable costs for rented or telecommuting office space shall only include rent and utilities, internet, telephone service, and essential equipment. The cost proposal shall demonstrate the Contractor's ability to leverage private, public, or grant resources with a minimum of a 25% match as required by Iowa Code § 237.A26(4). The 25% match requirement is only required for Regional CCR&R Services. If applicable, Contractor's shall submit a copy of the current federally-approved indirect cost rate including the signature page if allocating indirect costs. The Agency will use the Grand Total DHS Request amount to score the Cost Proposal Pricing.

Budget Narratives shall be included with the bidders' Cost Proposal. Budget Narratives shall describe, in greater detail, items included in the pricing worksheet, including, but not limited, other sources of funding received and any additional information necessary to clarify the proposed budget(s).

Optional Bids Cost Proposal

Bidders who submit bids on the optional services, Sections 1.3.1 (H) through 1.3.1 (K), shall complete the corresponding Cost Proposal Budget Form of the Optional Bid(s) (Attachments H-K) and shall include a budget narrative outlining justification for each line item expense. The maximum allowable Indirect Costs are 15% of the total budget for each of the optional bids. Allowable costs for rented or telecommuting office space shall only include rent and utilities, internet, telephone service, and essential equipment. The Agency will use the Grand Total Budget amount to score the Cost Proposal Pricing for each individual Optional Bid.

Section 4 Evaluation Of Bid Proposals

4.1 Introduction.

This section describes the evaluation process that will be used to determine which Bid Proposals provides the greatest benefit to the Agency. When making this determination, the Agency will not necessarily award a contract to the bidders offering the lowest cost to the Agency or to the bidders with the highest point total. Rather, a contract will be awarded to the bidders that offer the greatest benefit to the Agency, as determined in the Agency's sole discretion.

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 of the identified components, in each of the five (5) individual bid proposals (i.e.: Regional CCR&R Services, Statewide Parent Referral Services, etc.) will be added together, totaled, and scored separately by bid proposal. The evaluation components for Regional CCR&R Services, Statewide Parent Referral Services, Statewide Training Coordinator / Curriculum Developer, Statewide Communication Support, and Iowa Child Care Complaint Hotline (ICCH), including maximum points that may be awarded for each service, are listed as follows:

For Regional CCR&R Services

Technical Proposal Components for Regional CCR&R Services	Weight	Score (0-4)	Potential Max Points
Section 1.3 Scope of Work, 3.2.1 – 3.2.1, and 3.2.4.2	-----		-----
Cultural and Linguistic Diverseness – 1.3.1(A)(1)	6		24
Office Requirements - 1.3.1(A)(2)	2		8
Subcontracting – 1.3.1(A)(3)	2		8
Memberships/Partnerships/Licensure – 1.3.1(A)(4)	1		4
Technical Assistance (TA), Coaching, and Consultation -1.3.1(B)(1)	8		32
Cultural and Linguistic Responsiveness – 1.3.1(B)(2)	7		28
CDH/CCA Paid Application Submission – 1.3.1(B)(3)	7		28
Non-Registered to Registered Providers – 1.3.1(B)(4)	7		28
Peer to Peer Provider Groups – 1.3.1(B)(5)	6		24
Meetings between Contractor and Agency Regulatory	3		12

Staff – 1.3.1(B)(6)			
Meetings between Contractor and Agency CCAU Staff – 1.3.1(B)(7)	3		12
Annual Assessment of Training Needs – 1.3.1(B)(8)	7		28
Provider Training Plan – 1.3.1(B)(9-11)	3		12
Child Net Certification – 1.3.1(B)(12)	5		20
Universal Precautions/Mandatory Reporter Trainings marketing and promotion – 1.3.1(B)(13)	2		8
Develop and administration of Provider Satisfaction Survey – 1.3.1(B)(14)	6		24
Quality Rating and Improvement System – 1.3.1(B)(15)	8		32
Retention and Recruitment – 1.3.1(B)(16)	6		24
Community Services - 1.3.1(C)(1)	5		20
Staffing Requirements - 1.3.1(D)	3		12
Data Requirements – 1.3.1(E)	2		8
Program Evaluation and Reporting Requirements – 1.3.1(F) and 1.3.1(G)	5		20
Transition Planning - 3.2.4.1	5		20
Experience - 3.2.5.1	68		2432
Personnel – 3.2.5.2	5		20

Scoring of Cost Proposal Pricing.

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

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

Total Points Assigned to Pricing for Regional CCR&R Services: 96

Total Points Possible for Technical and Cost Proposals for Regional CCR&R Services: 576

Because the Agency plans to make separate awards for each CCR&R Region, the Agency will apply this formula to the Cost Proposals received by Region.

For Statewide Parent Referral Services

Technical Proposal Components for Statewide Parent Referral Services	Weight	Score (0-4)	Potential Max Points
Scope of Work - 1.3.1(H)	-----		-----
Statewide Toll-Free Telephone Number 1.3.1(H)(1)	3		12
Accessible Parent Referrals – 1.3.1(H)(2)(A)	5		20
24/7 parent access to the NACCRRWare On-line Referral Service – 1.3.1(H)(2)(B)	2		8
Timely response to parent referrals – 1.3.1(H)(2)(C)	6		24
Assess child care needs of parent/family and provide referral that needs those needs - 1.3.1(H)(2)(D)	8		32
Ensure provider are made aware of different types of providers available and encourage regulated care-1.3.1(H)(2)(E)	5		24
Inform parents they will be given a referral not a recommendation-1.3.1(H)(2)(F) and provide referrals to any provider approved by the Agency- 1.3.1(H)(2)(G)	2		8
Provide QRIS information to parents/families-1.3.1(H)(2)(H)	6		24
Provide QRIS rated providers at the top of the referral - 1.3.1(H)(2)(I)	3		12
Comprehensive Assessment and Responsive Referral – 1.3.1(H)(2)(J)	6		24
Consumer Education Materials – 1.3.1(H)(2)(K)	7		28
Cultural and Linguistic Responsiveness – 1.3.1(H)(2)(L)	7		28
Development and Distribution of a Parent Referral Follow-up Form - 1.3.1(H)(2)(M)	6		24
Provide assistance to parents upon closing of Child Development Home or Center- 1.3.1(H)(2)(N) and maintain best practices and procedures – 1.3.1(H)(2)(O)	3		12
Subcontracting – 1.3.1(H)(2)(P)	7		28
Transition Planning – 3.2.7.1	6		24
Experience - 3.2.8.1	512		2048
Personnel – 3.2.8.2	5		20

Scoring of Cost Proposal Pricing.

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

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

Total Points Assigned to Pricing for Statewide Parent Referral Services: 74

Total Points Possible for Technical and Cost Proposals for Statewide Parent Referral Services: 446

For Statewide Training Coordinator / Curriculum Developer

Technical Proposal Components Statewide Training Coordinator/Curriculum Developer	Weight	Score (0-4)	Potential Max Points
Scope of Work - 1.3.1(I)	-----		-----
On-Line Training Platform – 1.3.1(I)(1)(A)	5		20
Delivery of Training via the Online Training Platform – 1.3.1(I)(1)(B)	8		32
Core Training Curriculums available via the Online Training Platform and for in-person delivery - 1.3.1(I)(1)(C)	6		24
Development of new and revision of existing training curriculum – 1.3.1(I)(1)(D)	8		32
Assessment of the effectiveness of existing training curricula and current instructional methods – 1.3.1(I)(1)(E)	6		24
Development of ‘How-To’ tutorial (delivered electronically) to those seeking career in childcare – 1.3.1(I)(1)(F)	3		12
Development, Technical Support, and Presentation of CCR&R training webinars – 1.3.1(I)(1)(G)	4		16
Development and Administration of survey to assess and evaluate training curricula – 1.3.1(I)(1)(H)	3		12
Cultural and Linguistic Responsiveness – 1.3.1(I)(1)(I)	6		24
Reporting Requirements – 1.3.1(I)(3)	2		8
Experience - 3.2.10.1	8		32
Personnel – 3.2.10.2	8		32

Scoring of Cost Proposal Pricing.

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

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

Total Points Assigned to Pricing for Statewide Training Coordinator/Curriculum Developer: 54

Total Points Possible for Technical and Cost Proposals for Statewide Training Coordinator/Curriculum Developer: 322

For Statewide Communication Support

Technical Proposal Components for Statewide Communication Support	Weight	Score (0-4)	Potential Max Points
Scope of Work - 1.3.1(J)	-----		-----
Statewide Toll-Free Telephone Number - 1.3.1(J)(1)(A)	3		12
Statewide Website Development and Maintenance - 1.3.1(J)(1)(B)	5		20
Development and Distribution of Statewide Newsletter and Annual Reports - 1.3.1(J)(1)(C) and 1.3.1(J)(1)(D)	3		12
Coordinate purchasing and printing of statewide supplies and materials - 1.3.1(J)(1)(E)	2		8
Development/Support and Presentation of Web-Based Universal Precautions and Exposure Plans and Mandatory Reporter Trainings - 1.3.1(J)(1)(F)	6		24
Facilitate the Development of a Statewide Marketing Plan - 1.3.1(J)(1)(G)	3		12
Design, Coordinate, and Distribute statewide correspondence through an email marketing service - 1.3.1(J)(1)(H)	6		24
Format, Proof, and Post statewide manuals to the website - 1.3.1(J)(1)(I)	3		12
Collaborate with ECI Parent Engagement Group to participate in ECI Day on the Hill - 1.3.1(J)(1)(J) and 1.3.1(J)(1)(K) Conduct activities in conjunction with the CCR&R state network	2		8
Subcontracting – 1.3.1(J)(1)(L)	7		28
Reporting Requirements – 1.3.1(J)(3)	2		8
Experience – 3.2.12.1	5 12		20 48
Personnel – 3.2.12.2	3		12

Scoring of Cost Proposal Pricing.

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

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

Total Points Assigned to Pricing for Statewide Communication Support: 20

Total Points Possible for Technical and Cost Proposals for Statewide Communication Support: 220

For Iowa Child Care Complaint Hotline (ICCCH)

Technical Proposal Components for Iowa Child Care Complaint Hotline (ICCCH)	Weight	Score (0-4)	Potential Max Points
Scope of Work - 1.3.1(K)	-----		-----
Statewide Toll-Free Telephone Number - 1.3.1(K)(1)(A)	3		12
Ensure ongoing oversight and management of the State's Child Care Complaint Hotline 1.3.1(K)(1)(B)	8		32
Reporting Requirements 1.3.1(K)(3)	2		8
Experience - 3.2.5.1	2		8
Personnel - 3.2.5.2	2		8

Scoring of Cost Proposal Pricing.

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

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

Total Points Assigned to Pricing for Iowa Child Care Complaint Hotline (ICCCH): 14

Total Points Possible for Technical and Cost Proposals for Iowa Child Care Complaint Hotline (ICCCH): 82

4.4 Recommendation of the Evaluation Committee.

The evaluation committee shall present a final ranking and recommendation(s) to the Division Administrator of Adult Children and Family Services 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 of Adult Children and Family Services shall consider the committee's recommendation when making the final decision, but is not bound by the recommendation.

RFP ATTACHMENTS

The following attachments are included in the RFP by reference:

- A. Release of Information
- B. Primary Bidder Detail & Certification Form
- C. Subcontractor Disclosure Form
- D. Additional Certifications
- E. Certification and Disclosure Regarding Lobbying
- F. Sample Contract

Additionally, the following attachments, located at this link: <https://bidopportunities.iowa.gov/> are hereby incorporated into this RFP by reference:

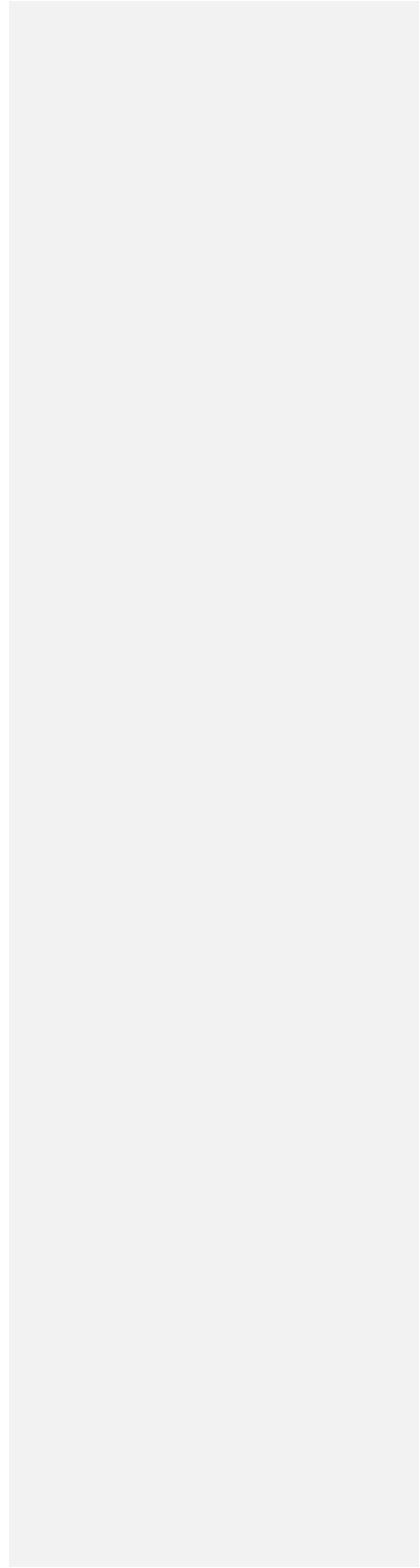
- G. Regional CCR&R Services – Cost Proposal Sheet
- H. Statewide Parent Referral Services – Cost Proposal Sheet
- I. Statewide Training Coordinator/Curriculum Developer – Cost Proposal Sheet
- J. Statewide Communication Support – Cost Proposal Sheet
- K. Iowa Child Care Complaint Hotline – Cost Proposal Sheet

Additionally, the following attachments, located at this link:

https://dhs.iowa.gov/ACFS_19-001_Bidders_Library are hereby incorporated into this RFP by reference:

- L. Iowa Child Care Resource and Referral Agency Regional Map
- M. Child Care Resource and Referral Annual Training Plan
- N. CCR&R Training Policies and Procedures Handbook
- O. National Association of Child Care Resource and Referral Agencies (NACCRRRA), Best Practices for Local Agencies evaluation tool
- P. Iowa Child Care Complaint Hotline Call Log
- Q. Child Care Resource and Referral ChildNet Procedures

- R: ChildNet Certification Numbers by CCR&R Region (SFY 17)
- S: Child Care Resource and Referral Regional Service Information



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:	
Bid Proposal Details	
Indicate which CCR&R region this Bid Proposal is for from Regions 1, 2, 3, 4, or 5. (If bidding on more than one region, Bidder must submit separate Bid Proposals for each region)	
Indicate if the Bidder is bidding on any of the following services. 1. Statewide Parent Referral Services 2. Statewide Training Coordinator / Curriculum Developer 3. Statewide Communication Support 4. Iowa Child Care Complaint Hotline (ICCH) If the Bidder is NOT bidding on any of these services, use "N/A."	
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:	
Eligible entities to provide these services include either community-based nonprofit incorporated agencies and public agencies. Please indicate which category the Bidder fits.	
If Bidder is a nonprofit agency, it has a board of directors. If Bidder is a public agency, it has an advisory board to oversee the provision of resource and referral services.	<p><u>(Enter a "Yes" in the box if the bidder meets one of these requirements or a "No" if the bidder does not meet one of these requirements")</u></p> <p style="text-align: center;">(YES/NO)</p>
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:	

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Federal Tax ID:	
DUNS #:	
Bidder's Accounting Firm:	
If Bidder is currently registered to do business in Iowa, provide the Date of Registration:	
Do you plan on using subcontractors if awarded this Contract? (If "YES," submit a Subcontractor Disclosure Form for each proposed subcontractor.)	
	(YES/NO)

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

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

PRIMARY BIDDER CERTIFICATIONS

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

- 1.1 Bidder specifically stipulates that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP and the Sample Contract without change except as otherwise expressly stated in the Primary Bidder Detail & Certification Form. Objections or responses shall not materially alter the RFP. All changes to proposed contract language, including deletions, additions, and substitutions of language, must be addressed in the Bid Proposal. The bidder accepts and shall comply with all Contract Terms and Conditions contained in the Sample Contract without change except as set forth in the Contract;
- 1.2 Bidder has reviewed the Additional Certifications, which are incorporated herein by reference, and by signing below represents that Bidder agrees to be bound by the obligations included therein;
- 1.3 Bidder has received any amendments to this RFP issued by the Agency;
- 1.4 No cost or pricing information has been included in the Bidder's Technical Proposal; and,
- 1.5 The person signing this Bid Proposal certifies that he/she is the person in the Bidder's organization responsible for, or authorized to make decisions regarding the prices quoted and, Bidder guarantees the availability of the services offered and that all Bid Proposal terms, including price, will remain firm until a contract has been executed for the services contemplated by this RFP or one year from the issuance of this RFP, whichever is earlier.

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

- 2.1 Bidder certifies that the Bidder organization has sufficient personnel resources available to provide all services proposed by the Bid Proposal, and such resources will be available on the date the RFP states services are to begin. Bidder guarantees personnel proposed to provide services will be the personnel providing the services unless prior approval is received from the Agency to substitute staff;
- 2.2 Bidder certifies that if the Bidder is awarded the contract and plans to utilize subcontractors at any point to perform any obligations under the contract, the Bidder will (1) notify the Agency in writing prior to use of the subcontractor, and (2) apply all restrictions, obligations, and responsibilities of the resulting contract between the Agency and contractor to the

subcontractors through a subcontract. The contractor will remain responsible for all Deliverables provided under this contract;

- 2.3 Bidder either is currently registered to do business in Iowa or agrees to register if Bidder is awarded a Contract pursuant to this RFP; and,
- 2.4 Bidder certifies it is either a) registered or will become registered with the Iowa Department of Revenue to collect and remit Iowa sales and use taxes as required by Iowa Code chapter 423; or b) not a “retailer” of a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Bidder also acknowledges that the Agency may declare the bid void if the above certification is false. Bidders may register with the Department of Revenue online at: <http://www.state.ia.us/tax/business/business.html>.

3. EXECUTION.

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

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:	

Attachment F: 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 19-001	<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? Yes	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
Security & Privacy Office Data Confirmation Number: N/A	
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 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 ~~quarterly~~ 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, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Professional Liability	Each Occurrence	\$2 Million
	Aggregate	\$2 Million

1.5 Business Associate Agreement. The Contractor, acting as the Agency's Business Associate, performs certain services on behalf of or for the Agency pursuant to this Contract that require the exchange of information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 CFR part 160 and 164. The Business Associate agrees to comply with the Business Associate Agreement Addendum (BAA), and any amendments thereof, as posted to the Agency's website: <http://dhs.iowa.gov/HIPAA/baa>. This BAA, and any amendments thereof, is incorporated into the Contract by reference.

By signing this Contract, the Business Associate consents to receive notice of future amendments to the BAA through electronic mail. The Business Associate shall file and maintain a current electronic mail address with the Agency for this purpose. The Agency may amend the BAA by posting an updated version of the BAA on the Agency's website at: <http://dhs.iowa.gov/HIPAA/baa>, and providing the Business Associate electronic notice of the amended BAA. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies the Agency of its non-acceptance in accordance with the Notice provisions of the Contract within 30 days of the Agency's notice referenced herein. Any agreed alteration of the then current Agency BAA shall have no force or effect until the agreed alteration is reduced to a Contract amendment that must be signed by the Business Associate, Agency Director, and the Agency Security and Privacy Officer.

SECTION 2. GENERAL TERMS FOR SERVICES CONTRACTS

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

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

“Acceptance Criteria” means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof. **“Acceptance Tests”** or **“Acceptance Testing”** mean the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.4 Compensation.

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

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

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

2.5 Termination.

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

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

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

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

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

2.5.1.4 The Contractor terminates or suspends its business;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5.5 Limitation of the State's Payment

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

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

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

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

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

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

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

2.5.6 Contractor's Contract Close-Out Duties.

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

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

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

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

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

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

2.5.7 Termination for Cause by the Contractor.

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

2.6 Reserved. (Change Order Procedure)

2.7 Indemnification.

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

2.7.1.1 Any breach of this Contract;

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

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

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

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

2.8 Insurance.

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

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

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

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

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

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

2.8.2 Types and Amounts of Insurance Required.

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

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

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

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

2.9 Ownership and Security of Agency Information.

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

2.9.2 Foreign Hosting and Storage Prohibited.

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

2.9.3 Access to Agency Information that is Confidential Information.

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

2.9.4 No Use or Disclosure of Confidential Information.

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

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

2.9.5 Contractor Breach Notification Obligations.

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

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

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

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

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

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

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

2.10 Intellectual Property.

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

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

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

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

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

2.11 Warranties.

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

2.11.2 Contractor represents and warrants that:

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

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

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

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

2.11.3 The Contractor represents and warrants that:

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

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

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

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

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

2.11.4 The Contractor represents and warrants that the Deliverables shall:

2.11.4.1 Be free from material Deficiencies; and

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

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

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

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

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

2.12 Acceptance of Deliverables.

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

2.12.2. Reserved. (Acceptance of Software Deliverables)

2.12.3 Notice of Acceptance and Future

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

2.13 Contract Administration.

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

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

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

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

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

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

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

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

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

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

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

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

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

2.13.7 Amendments. This Contract may only be amended by mutual written consent of the parties, with the exception of (1) the Contract end date, which may be extended under the Agency's sole discretion, and (2) the Business Associate Agreement, which may be modified or replaced on notice pursuant to Section 1.5, *Business Associate Agreement*. 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. With the exception of the Business Associate Agreement, as set forth in Section 1.5, *Business Associate Agreement*, any notices required by the Contract shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party's Contract Manager as set forth in the Contract Declarations and Execution Section. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party.

Each such notice shall be deemed to have been provided:

- At the time it is actually received in the case of hand delivery;

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

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

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

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

2.13.23 Authorization. The Contractor represents and warrants that:

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

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

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

2.13.25 Records Retention and Access.

2.13.25.1 Financial Records. The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency during the entire term of this Contract, which includes any extensions or renewals thereof, and for a period of at least seven (7) years following the date of final payment or completion of any required audit (whichever is later).

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the State of Iowa or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the Contractor relating to orders, Invoices or payments, or any other Documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, the Agency reserves the right to address the Contractor's board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Contract require compliance with the OMB Circular, or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

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

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

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

shall be set forth in the financial reports filed with the Agency.

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

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

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

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

reimburse the Agency for any costs the Agency pays to the Auditor for such review or audit.

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

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

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

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

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

2.13.32 Delays or Potential Delays of Performance. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely performance of this Contract, including but not limited to potential labor disputes, the Contractor shall immediately give notice thereof in writing to the Agency with all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Agency or the State of any rights or remedies to which either is entitled by law or pursuant to provisions of this Contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay. Furthermore, the Contractor will not be excused from failure to perform that is due to a Force Majeure unless and until the Contractor provides notice pursuant to this provision.

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

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

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

met will be extended only for a period of time equal to the time lost due to any delay so caused.

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

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

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

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

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

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

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

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

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

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

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

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

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

2.14.2.1 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the

Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

2.14.2.7 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to

exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

2.14.2.9 The Contractor certifies, by signing this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

2.14.3 Restriction on Lobbying.

This section is applicable to all federally-funded contracts.

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

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

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

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

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

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

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

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

2.14.4 Certification Regarding Drug Free Workplace

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.14.5 Conflict of Interest. The Contractor represents, warrants, and covenants that no

relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer, or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code chapter 68B shall apply to this Contract. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

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

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

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

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

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

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

2.14.6 Certification Regarding Sales and Use Tax. By executing this Contract, the Contractor certifies it is either (1) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use

taxes as required by Iowa Code chapter 423; or (2) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code § 423.1(42) and (43). The Contractor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

2.14.7 Certification Regarding Iowa Code

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

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

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

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

2.14.7.3.1 Financial information relative to the expenditure of state and federal moneys for the prior

year pursuant to this Contract. The financial information shall include but is not limited to budget and actual revenue and expenditure information for the year covered.

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

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

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

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

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

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

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