

# REQUEST FOR PROPOSAL

## RFP COVER SHEET

### Administrative Information:

<b>Title of RFP:</b>	Family Engagement Services	<b>RFP Number:</b>	JUV-24-CB-7-001
<b>Agency:</b>	Iowa Judicial Branch (IJB or Agency)		
<b>Number of mos. or yrs. of the initial terms of the contract:</b>	Initial contract term will be 9 months	<b>Number of possible annual renewals:</b>	5 additional 1-year terms exercisable by the Agency in its sole discretion
<b>Anticipated Initial Contract Term beginning:</b>	Anticipated: October 1, 2023	<b>Ending:</b>	June 30, 2024
<b>Issuing Officer:</b>  Connie Murphy 400 W 4th St Davenport, IA 52801 Phone: 563-326-8224 connie.murphy@iowacourts.gov			
<b>PROCUREMENT TIMETABLE—Event or Action:</b>			<b>Date/Time(Central time):</b>
Agency Posts Notice of RFP on TSB website			06/23/2026
Agency Issues RFP			06/25/2026
Solicitation Webinar			<b>Date: 07/12/2023</b> <b>Time: 12:00 PM</b>
RFP written questions, requests for clarification, and suggested changes from Respondents due:			<b>Date: 07/21/2023</b> <b>Time: 3:00 PM</b>
IJB's written response to RFP questions, requests for clarifications and suggested changes due:			<b>Date: 07/28/2023</b> <b>Time: 3:00 PM</b>
Proposals Due Date: Proposals Due Time:			<b>Date: 08/31/2023</b> <b>Time: 3:00 PM</b>
Anticipated Date to issue Notice of Intent to Award:			<b>Date: 09/18/2023</b>
Anticipated Date to execute contract:			<b>Date: 10/1/2023</b>
<b>Relevant Websites:</b>	<b>Web-address:</b>		
Internet website where Addenda to this RFP will be posted:	<a href="https://www.iowacourts.gov/for-the-public/rfp/">https://www.iowacourts.gov/for-the-public/rfp/</a> <a href="https://bidopportunities.iowa.gov/">https://bidopportunities.iowa.gov/</a>		

Electronic Copies of Technical Proposal & Cost Proposal are Required to be Submitted	
<p>Firm Proposal Terms</p> <p><i>Per Section 3.2.11 of the RFP, the minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm:</i></p>	<b>120 Days</b>

# 1 INTRODUCTION

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## 1.1 PURPOSE

The Judicial Branch seeks a contractor to, among other things, provide the following services:

1. Family Engagement Services available to Scott County initially, with IJB having the option to expand the service to all counties of the Seventh Judicial District (Scott, Muscatine, Cedar, Clinton & Jackson).

The need is to bring Government closer to the people. We use the term “grassroots development” to describe the process by which disadvantaged people organize themselves to improve the social, cultural and economic well-being of their families, communities and societies. People active in grassroots movements typically have the best understanding of the local issues. This is because they are members of the community most affected by the issue at hand.

Public Safety plays an all- important role in every decision/action taken by a juvenile court officer. When a youth’s behavior becomes so erratic that they present a threat to public safety or even to their own well- being, immediate forms of control must be taken, i.e., use of detention or out of home placement. However, most youth have many chances to alter their behavior at home, in school or in the community before these more coercive steps are even considered. Every year 60 percent of youth who become involved in juvenile justice for the first time manage to avoid ever having a second contact. It is concerning that there are youth who need further assistance to make the needed changes to stay of the Juvenile Justice system and more concerning that we may be missing obvious opportunities to help these youth flourish. These are the youth that can become trapped in cycles of recidivism, ultimately ending in incarceration or harm. These are also the adolescents that, if engaged and diverted out of the system, can go on to live productive lives. Juvenile Court Services is proud of the successes that have been achieved by our limited partnering with youth and families to improve client outcomes, however far too many youth begin their contact with Juvenile court services with low level delinquencies and eventually find themselves ‘graduating’ to the adult criminal system. JCS hopes to reduce the number of clients for whom the system has failed by deliberately partnering with the parents and the youth themselves to find blind spots and areas where family partners may have not felt valued or heard. The goal is to build a collaborative program where families are valued as the experts in how young people can pull themselves from the Court System and succeed in all the truly important aspects of their lives. As crucial partners, parents will be paid for their involvement in this collaborative process and Juvenile Court Services will strive to make changes ranging from the substance of their daily contacts to operational policy and protocols when possible. In short the juvenile justice system does not know what it does not know and this program will be a vehicle to assist us in humbly seeking the assistance of the true experts in the lives of adolescents, their parents.

2. How will you ensure representation on the Family Engagement group from the following groups?

- Representation from all high schools and middle schools
- Experiences from across the juvenile justice continuum (prevention to reentry)
- Various levels of success in juvenile justice system interventions
- Racial and ethnic diversity
- Various communities within Davenport/Scott County.

3. Which partners and providers will you reach out to, requesting they help recruit youth and families?

4. Speak to how you will identify and remove barriers to participation?

- How will you build and maintain relationships with community partners (formal and informal) that can aid in recruitment of members and removal of barriers to participation?
- Describe efforts you'll take to retain members and support active participation.

5. How will you ensure Family Engagement members understand the Scott County Juvenile Court Services system (e.g. peer mentorship or training?)

6. How will you bring Juvenile Court Services staff and the Family Engagement members together to complete the identified deliverables?

7. How will you build trust and shared space among Family Engagement members, so that all voices are heard?

8. Explain how you will "sell" membership in the Family Engagement program to possible members and to community partners? Please include any initial recruitment materials, applications, plans if possible.

9. Describe how you will move the Family Engagement members from ideas and feedback to tangible products that will improve Scott County's juvenile court services, the following are examples of ideas, but please use your creativity to illustrate this movement:

- Review of existing and development of new system protocols for engaging families.
- Review of program and intervention strategy.
- Feedback on what interventions are helpful, what is not, and what is missing (e.g. program feedback and suggestions)
- Development of or review of existing materials for family members to understand various parts of the youth juvenile justice system and ways they can be involved in their youth's case.

10. Please include a timelines and strategies for how you'll share products of Family Engagement with the Scott County Juvenile Court Services team.

11. Work with family members who have/had children impacted by the juvenile justice system to develop a basic guide for families to understand the juvenile justice system and to prepare them to work closely with juvenile justice staff in order to promote positive outcomes for their children. The guide will acknowledge that each child's experience is unique based on many factors including: needs of the juvenile, nature of the offence, prior arrests or adjudications, and potential risk to other people or property. This guide will help allow a help provide a direct collaboration with government partners. The guide should include the following, at a minimum:

- A. Definitions and descriptions of all juvenile justice programs and processes, so the family will know what to expect as they go through the system from the time of arrest to case termination;
- B. A list and description of people the family and youth may work with in the juvenile justice system and ways in which the family, juvenile probation, and juvenile court can work together to help the youth be successful
- C. A bill of rights and responsibilities for everyone involved, including the family, the juvenile, JCO's, and the court.
- D. General ways that the family can advocate for their children, for example:

1. Attending court and meetings with the youth
2. Keeping a file with all documents related to their child's case and notes on who they speak with, scheduled hearings, and other dates
3. Maintaining a working phone number and returning phone calls to juvenile justice professionals within 24 hours of being contacted.

12. Develop a tracking system to monitor the implementation of the Family Council advisory group to include (but not limited to) the following items:

- A. # of participants recruited
- B. # of meetings facilitated
- C. # of materials developed
- D. # of stipends payments paid to participants
- E. # of parents/youth who have perception changes

13. Contractor will be responsible for recruiting and providing training of parent ally participants. Contractor will also pay stipend amounts to participants (estimated at \$50/meeting x 24 meetings a year x 15 participants) as well as travel (travel calculated at \$0.50/mile, or bus passes or Uber/Lyft gift cards) for participants to attend meetings in person.

## 1.2 DEFINITIONS

For the purposes of this RFP and the resulting contract, the following terms are defined.

**"Agency"** means the agency identified on the RFP cover sheet that is issuing the RFP.

**"Bid Proposal" or "Proposal"** means Respondent's proposal submitted in response to the RFP.

**"Respondent"** means the company, organization or other business entity submitting a proposal in response to this RFP.

**"Chief Juvenile Court Officer" or "CJCO"**, means a person appointed as a chief juvenile court officer appointed under section 602.1217 of the Iowa Code.

**"Contract"** means the contract(s) entered into with the Contractor as more fully described in section 6.

**"Contractor"** means the successful Respondent to this RFP, if any, that ultimately enters into a Contract as a result of this RFP.

**"Deliverables"** means all the services, goods, products, work, work product, , 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.

**"Family"** means biological, foster, or adoptive parents; grandparents, siblings, and legal guardians; extended family and other individuals that the youth identifies as family.

**"Family Engagement"** is empowering families, based on their strengths, to have an active role in their child's disposition and treatment.

**"General Terms"** shall mean the General Terms for Juvenile Court Services attached to the RFP as Attachment 6, and including any modifications made thereto by IJB.

**“IJB”** shall mean Iowa Judicial Branch.

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

**“Juvenile Court Officer” or “JCO”** means a person appointed as a juvenile court officer under section 602.7202 of the Iowa Code and also includes a chief juvenile court officer appointed under section 602.1217 of the Iowa Code.

**“Juvenile Court Services” or “JCS”**, though not identified in Code, for the purposes of this RFP, means a unit of the Iowa Judicial Branch in which juveniles adjudicated by the Iowa Juvenile Court as delinquent and youth at risk of entering the court system receive services as directed by the Chief Juvenile Court Officer or designee.

**“Parent Ally”** are parents who have first-hand experience with the juvenile justice system, and who have displayed: (1) remarkable qualities in their own efforts to acquire possible permanency plans for their children; and (2) knowledge regarding how the juvenile justice system works and what it takes to be successful. The preferred Parent Ally candidate will have a positive attitude, be sincere, and willing to help others.

**“Responsible Respondent”** means a Respondent that has the capability, as determined in the sole discretion of the Agency, in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested; the Respondent’s integrity and reliability; the past performance of the Respondent, Respondent’s past contract terminations, litigation, or debarments; Respondent’s criminal history; Respondent’s financial stability; and the best interests of the Agency and the State.

**“Responsive Proposal”** means a Proposal that complies, in the sole discretion of the Agency, with the material provisions of this RFP.

**“RFP”** means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

**“State”** means the State of Iowa, IJB, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

**“Vendor”** means anyone who sells goods or services to another entity.

### 1.3 OVERVIEW OF THE RFP PROCESS

The RFP process is for IJB’s benefit and is intended to provide IJB with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for obtaining all information and determining all factors necessary for it to submit a comprehensive Proposal.

**Respondent should review Attachment 3, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information.** Any Proposal marked “Confidential” or “Proprietary” on every page may be disqualified.

Respondents will be required to submit their Proposals electronically via email to the Issuing Officer. It is IJB's intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

## **1.4 BACKGROUND INFORMATION**

Early intervention and follow-up programs/graduated sanctions services are services to be provided to children adjudicated delinquent and to children & families who have been referred to juvenile court services for a delinquency violation or who have exhibited behaviors that put them at risk of a juvenile delinquency referral. The services are directed to enhance personal adjustment to help the children transition into productive adulthood and to prevent or reduce criminal charges, out-of-home placement, and recidivism.

A fundamental purpose of the juvenile justice system is to provide a transformative experience for young people so they can remain in their communities, make better decisions and develop into healthy adults. Ongoing, effective family engagement is critical to achieving these outcomes. Families are central to a young person's support network, sense of identity and healthy development. For juvenile justice agencies, new alliances and partnerships with families bring fresh perspectives to strategies to eliminate racial and ethnic disparities and improve youth outcomes.

The establishment of a family advisory structure will engage youth and families as authentic partners in all aspects of juvenile justice from the development of treatment plans and goals to the implementation of system improvement strategies.

The guiding principles of family engagement are:

1. Families will be supported before, during and after challenges arise.
2. Families will have access to peer support from the moment a youth is arrested and aim for lifelong connections and support within the community.
3. Families will be lead in decision-making processes at the individual, program, and system levels to hold youth accountable and keep the public safe.
4. Families will be strengthened through culturally competent treatment options and approaches.
5. Families will know their children are prepared for a successful future.

As a result of these efforts, a culture of trust, honesty, open communication, and partnership will exist between parents, guardians, juvenile court services, and other stakeholders leading to better outcomes for youth.

## 2 ADMINISTRATIVE INFORMATION

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**NOTE:** IT IS THE RESPONDENT'S RESPONSIBILITY TO READ THIS ENTIRE DOCUMENT, REVIEW ALL ATTACHMENTS, AND ANY ADDENDA THERETO, AND TO COMPLY WITH ALL REQUIREMENTS SPECIFIED HEREIN, REGARDLESS OF WHERE SUCH REQUIREMENTS APPEAR WITHIN THE COLLECTIVE DOCUMENTATION FORMING THIS RFP.

### 2.1 ISSUING OFFICER

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

### 2.2 RESTRICTION ON COMMUNICATION

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. 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. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses. This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State. Also, State employees will not provide references for current or former Iowa contractors.

### 2.3 DOWNLOADING THE RFP FROM THE INTERNET

The RFP document and any addenda to the RFP will be posted at <https://www.iowacourts.gov/for-the-public/rfp/> and <https://bidopportunities.iowa.gov/>.

The posted version of the RFP is the official version. IJB will only be bound by the official version of the RFP document(s). The Respondent is advised to check the website periodically for Addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents and to ensure that any previously downloaded documents are in fact the most up to date and to check for any addenda to posted documents.



## **2.4 PROCUREMENT TIMETABLE**

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. IJB reserves the right to change the dates. If IJB changes any of the deadlines for Respondent submissions, IJB will issue an addendum to the RFP.

## **2.5 QUESTIONS, REQUESTS FOR CLARIFICATION, AND SUGGESTED CHANGES**

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. The questions or requests for clarifications must be in writing and received by the Issuing Officer before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions or requests for clarifications pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). IJB will send written responses to questions and requests for clarifications received from Respondents on or before the date listed on the RFP cover sheet. IJB's written responses will become an addendum to the RFP. Failure to raise a question, request for clarification, or suggestion through this process shall constitute a waiver of any objection or argument as part of contract negotiations or any subsequent appeal or legal challenge; this waiver is intended to ensure the State is able to correct any material issues or errors in an orderly, efficient fashion and in a manner that is fair to all Respondents.

IJB will send written responses to questions, requests for clarifications, or suggestions received from Respondents on or before the date listed on the RFP cover sheet. IJB's written responses will become an addendum to the RFP. If IJB decided to adopt a suggestion that modifies the RFP, IJB will issue an addendum to the RFP. Failure to raise a question, request for clarification, or suggestion through this process shall constitute a waiver of any objection or argument as part of any subsequent vendor appeal; this waiver is intended to ensure the State is able to correct any material issues or errors in an orderly, efficient fashion and in a manner that is fair to all prospective Contractors.

IJB assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

## **2.6 AMENDMENT TO THE RFP**

IJB reserves the right to amend the RFP at any time using an addendum. The Respondent shall acknowledge receipt of all addenda in its Proposal. If IJB issues an addendum after the due date for receipt of Proposals, IJB may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

## **2.7 AMENDMENT AND WITHDRAWAL OF PROPOSAL**

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Respondent and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

## 2.8 SUBMISSION OF PROPOSALS

The Agency must receive all required copies of the Proposal at the Issuing Officer's email address identified on the RFP cover sheet before the "Proposals Due" date and time listed on the RFP cover sheet, unless such date and time is extended by the Agency, in its sole discretion, through the issuance of an addendum to this RFP. **This is a mandatory requirement and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and the Respondent notified.** It is the Respondent's responsibility to ensure that the Proposal is received by the Issuing Officer prior to the deadline. Late proposals, regardless of cause, will not be opened or considered for evaluation, and will be disqualified from further consideration. It is the Respondent's sole responsibility to ensure delivery at the stated location and time.

Respondents must furnish all information necessary to enable IJB to evaluate the Proposal. Oral information provided by the Respondent shall not be considered part of the Respondent's Proposal unless it is reduced to writing.

## 2.9 PROPOSAL OPENING

IJB will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and IJB has issued a Notice of Intent to Award a Contract. However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

## 2.10 COSTS OF PREPARING THE PROPOSAL

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

## 2.11 NO COMMITMENT TO CONTRACT

IJB reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by IJB to award a contract.

## 2.12 REJECTION OF PROPOSALS

IJB may reject outright and not evaluate a Proposal for reasons including without limitation:

- A. The Respondent fails to deliver the cost proposal in a separate attached file.
- B. The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- C. The Respondent states that it will be unable to meet an aspect of the Scope of Work, or does not include information necessary to substantiate that it will be able to meet any Scope of Work, specification, requirement, or otherwise indicates it will be unable to provide any services or goods required by the RFP.
- D. The Respondent's Proposal changes a material specification of the RFP, or the Proposal is not compliant with the mandatory specifications of the RFP.

- E. The Respondent's Proposal limits or attempts to limit the rights of IJB.
- F. The Respondent, in the Agency's sole opinion, fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
- G. The Respondent fails to timely respond to IJB's request for information, documents, or references.
- H. The Respondent fails to include Proposal Security, if required.
- I. The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as required by this RFP.
- J. The Respondent, in the Agency's sole opinion, presents the information requested by this RFP in a format inconsistent with the instructions of the RFP, including that Respondent fails to comply with the RFP's formatting requirements so that Respondent's Proposal cannot be fairly compared to other proposals, or otherwise fails to comply with the specifications or requirements of this RFP.
- K. The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- L. The Respondent, in the Agency's sole opinion, provides misleading or inaccurate responses.
- M. Respondent proposes the use of a subcontractor for which there is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the subcontractor would constitute Responsible Respondent if the subcontractor were submitting the Proposal themselves, including but not limited to information of or concerning the subcontractor's past performance; past contract terminations, litigation, or debarments; the subcontractor's criminal history; or financial stability.
- N. There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent, including but not limited to information of or concerning Respondent's past performance; past contract terminations, litigation, or debarments; Respondent's criminal history; or financial stability.
- O. The Respondent is a "scrutinized company" included on a "scrutinized company list" pursuant to Iowa law
- P. Respondent marks its entire Proposal as confidential; makes excessive, overbroad, or unreasonable claims for confidential treatment; fails to supply the Agency with sufficient information to determine whether Respondent's request for confidential treatment is founded; or identifies information or materials as confidential that the RFP expressly identifies as not entitled to confidential treatment (including pricing information in the Cost Proposal), or as being otherwise subject to public disclosure; Respondent otherwise fails to comply with the confidentiality process set forth herein or in Form 22.
- Q. Respondent marks its entire Proposal as confidential; makes excessive, overbroad, or unreasonable claims for confidential treatment; fails to supply the Agency with sufficient information to determine whether Respondent's request for confidential treatment is founded; or identifies information or materials as confidential that the RFP expressly identifies as not entitled to confidential treatment (including pricing information in the Cost

Proposal), or as being otherwise subject to public disclosure; Respondent otherwise fails to comply with the confidentiality process set forth herein or in Form 22.

- R. The Respondent alters the language in any certification/disclosure or authorization forms attached hereto and required to be submitted as part of the process.
- S. Any other reason set forth as subjecting a Proposal to disqualification in the RFP or any related attachments or addenda hereto.

## **2.13 NONMATERIAL VARIANCES**

IJB reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of IJB, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to, minor failures, informalities, or irregularities, or any other variance between the Proposal and the requirements and Specifications of this RFP which does not go to an essential requirement of the RFP or has no effect or merely an inconsequential effect on total bid price, quality, quantity, or delivery of the supplies or performance of the Contract, and the correction or waiver of such variances would not prejudice other Respondents. For the avoidance of doubt, financial information, past litigation/regulatory matters, or criminal history information shall be considered nonmaterial variances. In the event a Respondent omits information from its Proposal that would otherwise constitute a nonmaterial variance, IJB shall be deemed to have waived the nonmaterial variance notwithstanding the absence of affirmative evidence or documentation demonstrating the waiver. In the event IJB waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP Specifications or excuse the Respondent from full compliance with RFP Specifications or other Contract Specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of IJB.

## **2.14 REFERENCE CHECKS**

IJB reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal and to discuss the Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal, or to otherwise determine whether Respondent is a Responsible Respondent.

## **2.15 INFORMATION FROM OTHER SOURCES**

IJB reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information. Such information may be used in evaluating Respondent's Proposal, verifying information contained in the Proposal, assessing Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal, or to determine whether Respondent is a Responsible Respondent.

By way of example only, such other sources may include subject matter experts or information supplied from current contract managers. As another example, in evaluating each Respondent's Proposal, the evaluators may consider the evaluation committee members' own prior

experiences with each bidder if relevant to what is being evaluated. Incumbent contractors often write about their prior work as an incumbent, and the Agency believes it would be inappropriate to evaluate an incumbent's proposal while ignoring the personal knowledge of the evaluators in this regard. In addition, certain aspects of an incumbent's scope of work will necessarily be different because of the incumbent's status. For instance, implementation and transition tasks will necessarily be different for an incumbent. Those state staff and/or contractors responsible for facilitating the scoring process will guard against the interjection of bias for or against any incumbent, but the Agency evaluators may consider their experiences with all respondents and any other extrinsic evidence if relevant to what is being evaluated. Further, considering incumbency is a neutral consideration and does not result in unfair bias or favoritism towards some Respondents over others because incumbency can be either a positive or a negative. Finally, as a final example, the Agency may consider information elicited in or supplied in response to one section of the RFP in evaluating Respondent's Proposals in the context of other sections of the RFP.

### **Criminal History and Background Investigation**

The Agency reserves the right to perform a criminal history check and background investigation(s) of the Respondent, or require Respondent to provide proof of criminal history check and background investigation(s) of, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract in determining whether Respondent is a Responsible Respondent. By submitting its Proposal, Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract and will fully cooperate with the Agency in obtaining any required waivers or releases required to complete any such criminal history check and background investigation(s).

## **2.16 VERIFICATION OF PROPOSAL CONTENTS**

The content of a Proposal submitted by a Respondent is subject to verification. If IJB determines in its sole discretion that the content is in any way misleading or inaccurate, IJB may reject the Proposal. If the Agency determines, in its sole discretion, that the content is in any way misleading or inaccurate after the original Notice of Intent to Award has been issued, the Agency may reject a Proposal, withdraw a prior Notice of Intent to Award, and/or issue a new Notice of Intent to Award to the next highest-scoring proposal. If the Agency determines, in its sole discretion, that the content is in any way misleading or inaccurate after a Contract has been executed between the Agency and Respondent, the Agency may declare the Respondent's Proposal or resulting Contract void, terminate any Contract, or pursue available remedies including but not limited to suspension, debarment, or damages for breach of contract.

## 2.17 PROPOSAL CLARIFICATION PROCESS

IJB reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent's Proposal. IJB will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to IJB. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to IJB within the time specified in IJB's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

## 2.18 DISPOSITION OF PROPOSALS

Except as otherwise provided herein, all Proposals become the property of the State and shall not be returned to the Respondent. Once IJB issues a Notice of Intent to Award the Contract, the contents of all Proposals will be in the public domain and be available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment or according to the process set forth below, in accordance with Form 22, and pursuant to applicable exceptions or grounds for confidential treatment provided in Iowa Code Chapter 22 or other applicable law.

## 2.19 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT

IJB's release of public records is governed by Iowa Code chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. IJB will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein (including but not limited to in accordance with the terms, conditions, and requirements set forth in Form 22, attached hereto) AND the information **does in fact qualify for confidential treatment** under Iowa or other applicable law.

### 2.19.1 Form 22 Request for Confidentiality

***Form 22 must be completed and included with respondent's proposal. Completion and submittal of form 22 is required whether the proposal does or does not contain information for which confidential treatment will be requested. Failure to submit a completed form 22 will result in the proposal considered non-responsive and not evaluated.***

### 2.19.2 Confidential Treatment Is Not Requested

A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Section I of Form 22 and submit Form 22 with the Proposal.

### 2.19.3 Confidential Treatment of Information is Requested

A Respondent requesting confidential treatment of specific information shall perform *all* the following:

- A. Complete Section II of Form 22,
- B. Conspicuously identify electronic copy of the Proposal as containing confidential information,
- C. Mark each page upon which the Respondent believes confidential information appears **and clearly identify each item for which confidential treatment is requested; *marking a page in the page margin is not sufficient identification,***
- D. Include a separate file that identifies each page marked confidential and
- E. Submit a "Public Copy" from which the confidential information has been excised.

2.19.4 Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent:

- A. Enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential,
- B. Justifies why the material should be maintained in confidence,
- C. Explains why disclosure of the material would not be in the best interest of the public, and
- D. Sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by IJB concerning the confidential status of such material.

2.19.5 **The Public Copy from which confidential information has been excised is in addition to the official Proposal.** The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

2.19.6 **Failure to request information be treated as confidential in accordance with this section and/or Form 22 shall relieve IJB and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to: (1) pricing information and transmittal letters ; or (2) information or sections of their Proposals specifically identified by the Agency in the RFP as being non-confidential or subject to public disclosure. A Respondent's request for confidentiality that does not comply with this section or a Respondent's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent's Proposal or denying a request for confidential treatment. Requests to maintain an entire Proposal as confidential will be categorically rejected as non-responsive.**

2.19.7 If the Agency receives a request for information or materials related to a Proposal marked as confidential, or if a judicial or administrative proceeding is initiated to compel the release of such materials or information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If, upon reasonable notice to Respondent, Respondent fails to appear to defend its request for confidentiality, the Agency may release the information or material, or otherwise bill the Respondent for any costs or expenses incurred in defending the same (including but not limited to the reasonable time and value of the Iowa Attorney General's Office or other attorney or law firm utilized by the Agency or the State). Additionally, if the Respondent fails to comply with the confidentiality process set forth herein or in Form 22, Respondent's request for confidentiality is overbroad or unreasonable, Respondent fails to supply the Agency with sufficient information to determine whether Respondent's request for confidential treatment is founded, or Respondent rescinds its request for confidential treatment, the Agency may release such information or material with or without providing advance notice to the Respondent and with or without affording the Respondent the opportunity to obtain an order restraining its release from a court of competent jurisdiction. Respondent waives any claims it may have against the Agency or the State of Iowa related to the confidential treatment of any information or materials submitted as part of the RFP process that result, in whole or in part, from any deficiencies with or related to compliance with this section or Form 22, or that otherwise result from Respondent's failure to comply with the



terms, conditions, or requirements of this RFP or Form 22. Respondent further waives any claim for attorney's fees or other costs or expense incurred by Respondent in connection with Respondent's defense of any claim for confidential treatment of its Proposal or the contents thereof.

**2.19.8 FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.**

## **2.20 COPYRIGHT PERMISSION**

By submitting a Proposal, the Respondent agrees that IJB may print and/or copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such printing and/or copying and warrants that such printing and/or copying will not violate the rights of any third party. IJB shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

## **2.21 RELEASE AND WAIVER OF CLAIMS**

By submitting a Proposal, the Respondent agrees that: (a) IJB and the State shall not be liable to any extent for any information, facts or data (or the completeness or accuracy thereof) provided in the RFP or for any information, facts or data that may be omitted from the RFP, regardless of whether such inaccurate, incomplete or omitted information or data would be considered material or relevant to a Respondent for purposes of making an informed decision to either submitting a proposal or entering into a contract if awarded to a successful Respondent; and (b) it will not bring any claim or cause of action against IJB or the State based on any misunderstanding concerning the information provided in the RFP or concerning IJB's or the State's failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this RFP or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a proposal or to enter into any contract resulting from this RFP.

A Respondent's submission of Proposal constitutes Respondent's acceptance of the terms, conditions, criteria, and requirements set forth in the RFP and operates as a waiver of any and all objections to the contents of the RFP. By submitting a Proposal, a Respondent agrees that it will not bring any claim or have any cause of action against IJB based on the terms or conditions of the RFP or the procurement process.

## **2.22 EVALUATION OF PROPOSALS SUBMITTED**

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. IJB will not necessarily award a contract resulting from this RFP to the Respondent offering the lowest cost. Instead, IJB will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal IJB believes will provide the best value to IJB and the State.

## 2.23 REPRESENTATION AND WARRANTY

The submission of a Proposal shall be deemed a representation and warranty by the Respondent that it:

- A. is a sophisticated party possessing sufficient knowledge and expertise concerning the subject matter of this RFP;
- B. is able to fully and independently evaluate the advisability of submitting a proposal and in assuming and performing all duties, liabilities, and obligations described in or contemplated by this RFP;
- C. has conducted its own independent gathering, review, and investigation of all information, facts, and data necessary for purposes of making an informed decision whether to submit a proposal and to assume and perform all duties, liabilities, and obligations described herein, without relying on any specific facts, information or representations of any kind made or provided by or on behalf of IJB, including any information presented in this RFP; and
- D. it has investigated all aspects of the RFP, and it is aware of the applicable facts of the RFP process and its procedures and requirements, and it has read and understands the RFP.

No request for modification of the provisions of the Proposal shall be considered after its submission on the grounds the Respondent was not fully informed as to any fact or condition. Statistical information that may be contained in the RFP or any addendum is for informational purposes only. IJB disclaims any responsibility for any information or facts that may subsequently be determined to be incomplete or inaccurate. IJB does not represent or warrant the accuracy or completeness of any such information, and IJB shall not be liable for any errors or omissions, or the results of errors or omissions, which may be discovered, at any time, to exist in RFP, including any appendices, attachments or amendments thereto.

## 2.24 AWARD NOTICE AND ACCEPTANCE PERIOD

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by or acceptable to IJB. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, IJB, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent IJB believes will provide the best value to the State.

## 2.25 NO CONTRACT RIGHTS UNTIL EXECUTION

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract or to cancel the entire RFP or a portion of the RFP at any time. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract. No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and IJB. See Section 6 (Contract Terms and Conditions & Administration) for additional

information related to the contracting process and the terms and conditions governing any resulting Contract.

## **2.26 CHOICE OF LAW AND FORUM**

**2.27 ALL ISSUES IN ANY WAY RELATED TO THIS RFP AND ANY RESULTING CONTRACT SHALL BE GOVERNED IN ALL RESPECTS BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF IOWA, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF. ANY AND ALL LITIGATION OR ACTIONS COMMENCED IN CONNECTION WITH THIS RFP OR ANY RESULTING CONTRACT SHALL BE BROUGHT IN DES MOINES, IOWA, IN POLK COUNTY DISTRICT COURT FOR THE STATE OF IOWA, IF JURISDICTION IS PROPER. HOWEVER, IF JURISDICTION IS NOT PROPER IN THE IOWA DISTRICT COURT FOR POLK COUNTY BUT IS PROPER ONLY IN A UNITED STATES DISTRICT COURT, THE MATTER SHALL BE COMMENCED IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF IOWA, CENTRAL DIVISION. BY SUBMITTING ITS PROPOSAL, RESPONDENT IRREVOCABLY: (I) CONSENTS AND AGREES THAT ANY LEGAL OR EQUITABLE ACTION OR PROCEEDING ARISING UNDER, IN CONNECTION WITH OR ARISING OUT OF THIS RFP OR ANY RESULTING CONTRACT SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE AFORESAID COURTS; (II) SUBMITS TO AND ACCEPTS, WITH RESPECT TO ANY SUCH ACTION OR PROCEEDING, FOR IT AND IN RESPECT OF ITS PROPERTIES AND ASSETS REGARDLESS OF THE PHYSICAL OR LEGAL SITUS THEREOF, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS; AND (III) WAIVES ANY OBJECTION TO SUCH JURISDICTION BASED ON FORUM NON CONVENIENS OR OTHERWISE. THIS PROVISION SHALL NOT BE CONSTRUED AS WAIVING OR ALTERING ANY REQUIREMENT THAT RESPONDENT UTILIZE OR EXHAUST ANY ADMINISTRATIVE REMEDIES OR PROCEDURES AS A PRECONDITION TO JUDICIAL REVIEW. THIS PROVISION SHALL NOT BE CONSTRUED AS WAIVING ANY IMMUNITY TO SUIT OR LIABILITY, IN STATE OR FEDERAL COURT, WHICH MAY BE AVAILABLE TO IJB OR THE STATE, INCLUDING SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, IMMUNITY BASED ON THE ELEVENTH AMENDMENT TO THE CONSTITUTION OF THE UNITED STATES OR OTHERWISE.**

### **RESTRICTIONS ON GIFTS AND ACTIVITIES**

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

## **2.28 NO MINIMUM GUARANTEED**

IJB does not guarantee any minimum level of purchases under the Contract.

## **2.29 APPEALS**

Appeals of the Notice of Intent to Award must be submitted by Respondents so that they are received in the office of the State Court Administrator within 5 calendar days following the posting of the Notice of Intent to Award a contract.

If appealed, the state court administrator shall consider the evaluation committee's recommendation when making the final decision, but the state court administrator is not bound by the recommendation. The state court administrator may either accept or reject the recommended Respondent, or accept the Proposal of another Respondent, or elect not to select any Respondent.

## **2.30 CONTRACT MANAGERS AS EVALUATORS**

Contract managers, or other personnel who may have personal experience with prospective Respondents, may possess extraordinarily valuable program expertise, such that they are valuable, if not indispensable, assets to an evaluation committee. For that reason, among others, contract managers and such other personnel may serve on the evaluation committee in evaluating Proposals submitted in response to this RFP. Contract managers and such other personnel serving as evaluators will guard against the interjection of bias for or against any incumbent, but, like all other evaluators, may consider their experiences with all Respondents and any other extrinsic evidence known to them if relevant to what is being evaluated.

## **2.31 PREFERENCES**

The State will make every effort to support Iowa-based businesses, Iowa products and services, American-made products, and American-based businesses when making a purchase. Tied bids will be decided in favor of the Iowa-based business or product and service, or the American-based business or product and service.

## **2.32 USE OF SUBCONTRACTORS**

The Agency acknowledges that the successful Respondent 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 ORDER OF PRECEDENCE**

If there is a conflict between a specific provision in this RFP or those in any resulting contract documents the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the RFP; (3) the Proposal.

## 3 SECTION 3. FORM AND CONTENT OF PROPOSALS

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### 3.1 INSTRUCTIONS

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

#### 3.1.1 Specifications

The Proposal shall be submitted as an electronic file, in either Microsoft Word, or pdf format . The Proposal shall be divided into two separate electronic files: (1) the Technical Proposal and (2) the Cost Proposal. ***The Technical Proposal and the Cost Proposal shall be labeled in the file name as such and submitted as separate files.***

**All cost information MUST be contained ONLY in the Cost Proposal and NOT included in the Technical Proposal.**

**RFP Number: JUV-24-CB-7-001**

**RFP Title: Family Engagement Services**

**Connie Murphy, Issuing Officer**

**Issuing Officer Email Address: [connie.murphy@iowacourts.gov](mailto:connie.murphy@iowacourts.gov)**

IJB shall not be responsible for premature opening of Proposals if a Proposal is not properly labeled.

#### 3.1.2 Confidential Information

If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy" in the file name.

#### 3.1.3 Promotional or Display Materials

Proposals shall not contain promotional or display materials.

#### 3.1.4 Attachments

Attachments shall be referenced in the Proposal.

#### 3.1.5 If a Respondent Proposes Multiple Solutions

If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately, and each will be evaluated separately.

### 3.2 TECHNICAL PROPOSAL

The following documents and responses are required and shall be included in the Technical Proposal in the order given below:

### 3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.

### 3.2.2 Table of Contents

The Respondent shall include a table of contents of its Proposal and submit the checklist of submittals per Attachment #4.

### 3.2.3 Executive Summary

The Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- A. Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.
- B. An overview of the Respondent's plans for complying with the specifications of this RFP.
- C. Any other summary information the Respondent deems to be pertinent.
- D. Mandatory Specifications and Scored Technical Specifications

Respondent shall answer whether or not it will comply with each specification in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specifications of this section, IJB may reject the Proposal.

### 3.2.4 Vendor Background Information

Respondent shall provide the following general background information:

- A. Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- B. Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company
- C. State of incorporation, state of formation, or state of organization.
- D. The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- E. Number of employees.
- F. Type of business.
- G. Federal Tax ID.
- H. Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- I. Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements

- J. Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would provide.
- K. Respondent's accounting firm
- L. The successful Respondent will be required to register to do business in Iowa before payments can be made.

For vendor registration documents, go to: <https://das.iowa.gov/procurement/vendors/how-do-business>

### 3.2.5 Experience

The Respondent must provide the following information regarding its experience:

- A. Number of years in business.
- B. Number of years of experience with providing the types of goods and/or services sought by the RFP.
- C. The level of technical experience in providing the types of goods and/or services sought by the RFP.
- D. A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
- E. Letters of reference from three (3) previous customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.
- F. Personnel

The Respondent must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. The following information must be included in the resumes:

- A. Full name
- B. Education
- C. Years of experience and employment history particularly as it relates to the specifications of the RFP

### 3.2.6 Termination, Litigation, Debarment

The Respondent must provide the following information for the past five (5) years:

- A. If the Respondent has had a contract for goods and/or services terminated for any reason, provide full details regarding the termination.
- B. If the Respondent has received a notice of breach/default and/or demand for cure, provide full details regarding the situation including how it was resolved.
- C. Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including the dollar amount of damages, penalties and settlement payments.

- D. Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- E. A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- F. Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities.

Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to IJB of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.

#### 3.2.7 Criminal History and Background Investigation

The Respondent hereby explicitly authorizes IJB to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners, and managerial and supervisory personnel who will be involved in the performance of the Contract.

#### 3.2.8 Acceptance of Terms and Conditions

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must:

- A. identify it by page and section number;
- B. state the reason for the exception;
- C. set forth in its Proposal the specific RFP or General Terms language it proposes to include in place of the provision; and
- D. ***comply with all requirements set forth in Section 6 of this RFP.***

If Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, IJB may reject the Proposal, in its sole discretion.

#### 3.2.9 Certification Letter

The Respondent shall sign and submit with the Proposal, the document included as Attachment #1 (Certification Letter) in which the Respondent shall make the certifications included in Attachment #1.

#### 3.2.10 Authorization to Release Information

The Respondent shall sign and submit with the Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Respondent authorizes the release of information to IJB.



#### 3.2.11 Firm Proposal Terms

The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm Bid Terms days following the deadline for submitting Proposals.

### 3.3 COST PROPOSAL

**The Respondent shall provide its cost proposal in a separate electronic file, in either Microsoft Word or pdf format, identified as such for the proposed goods and/or services. All cost information MUST be contained ONLY in the Cost Proposal and NOT included in the Technical Proposal.** The Respondent must also complete and include Attachment # 4 – Cost Proposal Form with its Cost Proposal.

#### 3.3.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents shall provide payment acceptance information in this section 3.3.1 in their Cost Proposals. ***This information will not be scored as part of the Cost Proposal or evaluated as part of the Technical Proposal.***

##### 3.3.1.1 Credit card or ePayables

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the [State of Iowa's Terms of Pcard Acceptance](#).

##### 3.3.1.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)

Respondents shall provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

[https://das.iowa.gov/sites/default/files/acct\\_sae/man\\_for\\_ref/forms/eft\\_authorization\\_form.pdf](https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf)

##### 3.3.1.3 State Warrant

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

#### 3.3.2 Payment Terms

Per Iowa Code section 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Vendor. Respondents are asked to read and become familiar with Iowa Code section 8A.514.

## 4 SPECIFICATIONS

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### 4.1 OVERVIEW

The successful Respondent shall provide the goods and/or services to IJB and other agencies using the Contract in accordance with the specifications as provided in this Section. The Respondent shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, IJB may reject the Proposal. If a Respondent is unclear about a specification or requirement or believes a change to a specification or requirement would allow for the State to receive better proposals, the Respondent is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.5 (Questions, Requests for Clarification, and Suggested Changes). Failure to raise a question, request for clarification, or suggestion through that process shall constitute a waiver of any objection or argument as part of any subsequent vendor appeal. Items in this Section 4 will be considered in the evaluation and scoring of the Respondent's Technical Proposal:

### 4.2 MANDATORY SPECIFICATIONS/DELIVERABLES

All items listed in this section are Mandatory Specifications. Respondents must mark either "yes" or "no" to each specification in their Proposals. By indicating "yes" a Respondent agrees that it shall comply with that specification throughout the full term of the Contract, if the Respondent is successful. In addition, if specified by the specifications or if the context otherwise requires, Respondent shall provide references and/or supportive materials to verify the Respondent's compliance with the specification. IJB shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate the Respondent will be able to comply with the Mandatory Specifications. If IJB determines the responses and supportive materials do not demonstrate the Respondent will be able to comply with the Mandatory Specifications, IJB may reject the Proposal.

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

1. Minimum staffing requirements include:
  - A. The minimum standard for staff employed to deliver services in this program shall be a High School diploma or GED and the equivalent of one year of full-time experience working with At-Risk Youth.
  - B. Providers shall ensure that staff have experience in working with the target population of children and shall provide planned opportunities for ongoing staff development and in-service training. Ongoing training will help ensure staff has appropriate interpersonal skills and are aware of the Contractor and JCS expectations.
  - C. Absence of founded, confirmed, or registered child abuse history.

- D. Fully licensed to drive and properly insured within the State of Iowa for anyone providing transportation to youth and/or their family.
  - E. Documented ongoing annual background checks to confirm criminal history and child abuse registry status.
2. The Issuing Officer must receive the Bid Proposal, and any amendments thereof, prior to or on the due date and time.
  3. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funding by any federal department or agency.

## 5 EVALUATION AND SELECTION

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### 5.1 INTRODUCTION

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest value to IJB. IJB will not necessarily award the Contract to the Respondent offering the lowest cost to IJB. Instead, IJB will award to the Respondent whose Responsive Proposal IJB believes will provide the best value to the State.

### 5.2 EVALUATION COMMITTEE

IJB will evaluate Proposals received in response to this RFP. IJB will use an evaluation committee to review and evaluate the Proposals. The evaluation committee will recommend an award based on the results of their evaluation to IJB or to such other person or entity who must approve the recommendation.

IJB's Evaluation Committee, or a subset of the Evaluation Committee, will initially review and evaluate each proposal received to determine the Respondent's ability to meet the RFP requirements.

IJB may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth below.

IJB reserves the right to cancel this RFP at any time or reject any or all proposals received as a result of this RFP if it is in the best interest of IJB.

### 5.3 TECHNICAL PROPOSAL EVALUATION AND SCORING

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications and Scored Technical Specifications described in Section 4.1 and 4.2. To be deemed a Responsive Proposal, the Proposal must:

1. Answer "Yes" to all parts of Section 4.2 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
2. Obtain a "Pass" score on the initial review and evaluation of each proposal to determine the Respondent's ability to meet the RFP requirements.

### 5.3.1 Technical 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.

### 5.3.2 Technical Proposal Components.

The respondent shall provide a description of how it intends to meet each of the Specifications in Section 5.3.2 (Scored Requirements) of the RFP. Respondents shall provide supporting detail by citing prior work, particularly on programs of similar scope and complexity to the Program described in this RFP. Respondents are encouraged to illustrate responses with references to applicable best practices, relevant industry standards, etc.

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

<b><u>Technical Proposal Components</u></b>	<b><u>Weight</u></b>	<b><u>Score (0-4)</u></b>	<b><u>Total Points</u></b>
<b>Bidders' Approach to Meeting Deliverables:</b>  Contractor shall provide Family Engagement services for Scott County within JCS D7 with the option to expand the service to all counties of D7 (Scott, Muscatine, Cedar, Clinton & Jackson:			
1. How does bidder speak to how they will identify and remove barriers to participation?	200		800
2. How does the bidder address ensuring the council members will understand Scott County Juvenile Court Services system (e.g. peer mentorship and/or trainings)?	200		800
3. How does the bidder explain how they will build trust and shared space among council members, so that all voices are heard?	200		800

4. How does the bidder explain how they plan to ensure diverse representation of youth and families on the council?	75		300
5. Is there a clarity in which partners and providers the bidder will reach out to, requesting help recruiting youth and families?	150		600
6. How does the bidder plan on building and maintaining relationships with community partners (formal and informal) that can aid in recruitment of members?	150		600
7. Initial recruitment materials, applications, or plans included in bid to explain their vision of how they will “sell” memberships in the Family Engagement program to possible members and to community partners?	75		300
8. How will the bidder plan to bring JCS staff and the family council together to complete the identified deliverables?	100		400
9. Clear illustration of how bidder will move the group from ideas and feedback to tangible deliverables/products	100		400
<b>Total Possible Points</b>			5000

#### 5.4 COST PROPOSAL SCORING

The Cost Proposal file will remain unopened during the evaluation of the Technical Proposals. After the Technical Proposals are evaluated and scored, the Cost Proposal files will be opened and scored. Cost Proposal pricing will be scored based on a ratio of the lowest cost proposal versus the cost of each higher priced Contractor 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. Percentages and points will be rounded to the nearest whole value. The formula is:

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

##### Example:

Contractor A quotes \$35,000; Contractor B quotes \$45,000 and Contractor C quotes \$65,000.

Contractor A:        \$35,000 = receives 100% of available points for cost.  
\$35,000

Contractor B:        \$35,000 = receives 78% of available points for cost.  
\$45,000

Contractor C:        \$35,000 = receives 54% of available points for cost.  
\$65,000

**Total Points Assigned to Pricing: 200.**

## 5.5 TOTAL SCORES

Each Contractor's Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Contractor's Proposal.

**Total Points Possible for Technical and Cost Proposals: 5,200**

### TIED SCORE AND PREFERENCES

- 5.5.1 An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise, the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.
- 5.5.2 notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.
- 5.5.3 In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Respondents complying with ESGR standards.
- 5.5.4 Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.
- 5.5.5 Preferences required by applicable statute or rule shall also be applied, where appropriate.

## 6 CONTRACT TERMS AND CONDITIONS, AND ADMINISTRATION

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### 6.1 CONTRACT TERMS AND CONDITIONS AND ADMINISTRATION

Any contract(s) resulting from this RFP between IJB and any Respondent(s) selected by IJB shall be a combination of the specifications, terms and conditions referenced in this RFP, including without limitation, the General Terms for Juvenile Court Services (the “General Terms”) attached to this RFP as Attachment 6 (with such modifications thereto as IJB determines to be necessary or desirable), the offer of the Respondent contained in the Respondent’s proposal (excluding any exceptions taken by Respondent in accordance with this Section 6 that are not accepted by IJB specifically in writing and contained in an executed contract), written clarifications or changes made by IJB through an amendment to the RFP in accordance with the provisions of this RFP, and any other terms deemed necessary by IJB. The Contract terms and conditions in Section 6 and the General Terms will be incorporated into and become part of the Contract. IJB reserves the right to supplement and modify any of the foregoing terms and conditions prior to the execution of any contract.

IJB reserves the right to either award a contract without further negotiation with any successful Respondent(s) or to negotiate contract terms with any selected Respondent(s) if the best interests of IJB would be served. No exception or proposed amendment by a Respondent to the provisions or terms and conditions of this RFP, including the General Terms shall be incorporated into any resulting Contract unless IJB has explicitly accepted the Respondent’s exception or amendment in writing in the resulting Contract.

All costs associated with complying with such terms and conditions should be included in any pricing quoted by Respondent.

***By submitting a proposal, each Respondent acknowledges its complete acceptance of the terms, conditions, and specifications contained in this RFP, including the General Terms, without change except as otherwise expressly stated in its Proposal.***

***If a Respondent takes exception to any terms, conditions, specifications or other provisions of this RFP (including those set forth in the General Terms), it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to substitute in place of the excepted provision(s).***

***If a Respondent takes exception to any term, condition, or provisions contained in the General Terms, the Respondent must produce a redlined draft of such terms, conditions, or provisions, and such redlined draft must clearly reflect all of Respondent’s exceptions thereto and all alternative language or other changes that Respondent specifically proposes to make.***

***Exceptions and/or proposed changes that materially change the terms, conditions, specifications, or provisions of the RFP (including those in the General Terms) may be deemed non-responsive by IJB, as determined in its sole discretion, resulting in possible disqualification of the Respondent’s proposal.***



***A Respondent's failure to state an exception to any term, condition, requirement or other provision of this RFP (including those contained in the General Terms) and propose alternative language in accordance with this Section 6.1 may be conclusively deemed by IJB to constitute Respondent's acceptance thereof.***

***Any term, condition, provision, or requirement to which a Respondent fails to take exception and propose changes and/or alternative language in accordance with this Section 6.1 will not be subject to negotiation.***

***A Respondent may not take exception to all of the provisions or terms contained in this RFP or the General Terms.***

***A Respondent may not state that it takes exception to any or all terms, conditions, requirements, or other provisions of the RFP (including those contained in the General Terms) to the extent any of the foregoing conflict with any terms or conditions contained in the Respondent's standard form contracts. If a Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Respondent's Proposal, in its sole discretion.***

***IJB reserves the right to refuse to enter into a contract with the successful Respondent for any reason, even after delivery of notice of selection or intent to award or negotiate a contract. IJB further reserves the right to negotiate contract terms with the successful Respondent if the best interests of IJB or the State would be served.***

IJB will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or the General Terms. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, IJB, in its sole discretion, may consider any modifications to the terms and conditions of the RFP or the General Terms proposed by a Respondent in that Proposal. IJB reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, IJB may, in its sole discretion:

1. Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any modifications to terms and conditions proposed by Respondent in its Proposal;
2. Issue a Notice of Intent to Award in favor of the successful Respondent, and may identify in the Notice any modifications to terms and conditions proposed by Respondent in its Proposal with which IJB will or will not agree or further negotiate;
3. Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the modifications to terms and conditions proposed by Respondent in its Proposal;
4. Change IJB's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to IJB.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award

issued by IJB as terms and conditions with which IJB will agree, or ultimately agrees to after further negotiations, shall be part of the Contract. The State may ignore all modifications or exceptions proposed by a Respondent, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications or exceptions Respondent may request and may accept Respondent's proposal under the terms and conditions contained in this RFP and the General Terms.

## 6.2 TERM LENGTH

The Contract shall have an initial term of one (1) year, beginning on the later of the date of contract execution or the anticipated start date for the initial term specified on the RFP Cover Page. At the end of the Contract's initial term, IJB shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of five additional one-year terms. The resulting Contract may be terminated in accordance with its terms.

## 6.3 INSURANCE

### 6.3.1.1 *Insurance Requirements.*

Respondent shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa, insurance covering its work of the type and in amounts required by this RFP. Respondent's insurance shall, among other things, insure against any loss or damage resulting from or related to Respondent's performance of the Contract regardless of the date the claim is filed or expiration of the policy.

All insurance policies required by this RFP shall: (a) remain in full force and effect for the entire term of the Contract; and (b) not be reduced, changed (to the detriment of IJB or the State), or canceled (without being simultaneously replaced by another policy meeting the requirements of this RFP).

IJB and State of Iowa shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: "It is hereby agreed and understood that the Iowa Judicial Branch and the State of Iowa are named as additional insureds and that the coverage afforded to the Iowa Judicial Branch and the State of Iowa under this policy shall be primary insurance. If IJB or the State of Iowa has other insurance that is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance."

Notwithstanding the foregoing, the requirement that the Iowa Judicial Branch and the State of Iowa be named as additional insureds on all policies of insurance shall not apply to Respondent's Workers Compensation Insurance. The State of Iowa requires an Errors and Omissions policy satisfactory to IJB and the State of Iowa. Such insurance shall cover the liability of Respondent by reason of any actual or alleged error, omission, negligent act or wrongful act of Respondent committed in rendering or failing to render any products or service. In the event Respondent fails to secure and continuously maintain the insurance coverage required under this RFP, IJB may charge Respondent,

and Respondent shall pay IJB, (a) IJB's actual expenses incurred in purchasing similar protection and (b) the value or amount of any claims, actions, damages, liabilities, costs, and expenses paid by IJB and/or the State of Iowa which would not have been paid by IJB or the State of Iowa if Respondent had complied with the requirements of this RFP.

See Section 2.7 of the General terms for additional terms and requirements relating to insurance.

#### 6.3.1.2 Insurance Policies.

Unless otherwise requested by the State of Iowa, Respondent shall cause to be issued insurance policies with the coverages set forth below:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 million \$1 million \$1 million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 million
Excess Liability, umbrella form	Each Occurrence Aggregate	\$1 million \$1 million
Workers Compensation and Employer Liability	As Required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence  Aggregate	\$1 million  \$1 million
Professional Liability/Errors and Omissions	Each Occurrence  Aggregate	\$1 million  \$1 million
Cyber Liability / Network Security	Each Occurrence Aggregate	\$1 million \$1 million

## 6.4 QUARTERLY REPORT

The Respondent shall provide an electronic detailed quarterly report on all services provided under the Contract within the State of Iowa via E-Mail to Iowa Judicial Branch, Attn: Connie Murphy, [connie.murphy@iowacourts.gov](mailto:connie.murphy@iowacourts.gov). The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of service, client name, deliverable performed, number of units provided, extended invoice prices. Vendor proposals must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific service, client, time frame, or for a range of services, clients or time frames.

# ATTACHMENT 1: CERTIFICATION LETTER – REQUIRED

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Alterations to this document are prohibited, see section 2.14.14.

[Date]

Connie Murphy, Issuing Officer  
Iowa Judicial Branch (IJB)  
connie.murphy@iowacourts.gov

Re: JUV-24-CB-7-001 - PROPOSAL CERTIFICATIONS

Dear Connie Murphy:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]** \_\_\_\_\_ (Respondent) in response to Iowa Judicial Branch (IJB) for JUV-24-CB-7-001 for Family Engagement Services are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

## **Certification of Independence**

I certify that I am a representative of Respondent expressly authorized to make the following certifications on behalf of Respondent. By submitting a Proposal in response to the RFP, I certify on behalf of the Respondent the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Respondent to induce any other Respondent to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Respondent and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

## **Certification Regarding Debarment**

6. I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to

other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

**Certification Regarding Registration, Collection, and Remission of Sales and Use Tax**

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2011)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Respondent certifies the following: (check the applicable box)

- ☐ Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 432*; or
- ☐ Respondent is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(42) and (43)*.

Respondent also acknowledges that the Agency may declare the Respondent’s Proposal or resulting contract void if the above certification is false. The Respondent also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,

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**[Name and Title]**

## ATTACHMENT 2: AUTHORIZATION TO RELEASE INFORMATION LETTER – REQUIRED

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Alterations to this document are prohibited, see section 2.14.14.

[Date]

Connie Murphy, Issuing Officer  
Iowa Judicial Branch (IJB)  
Connie.murphy@iowacourts.gov

Re: **JUV-24-CB-7-001** - AUTHORIZATION TO RELEASE INFORMATION

Dear Connie Murphy:

**[Name of Respondent]** \_\_\_\_\_ **(Respondent)** hereby authorizes the Iowa Judicial Branch (IJB) ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to JUV-24-CB-7-001.

The Respondent acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Respondent acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Respondent is willing to take that risk.

The Respondent hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFP.

The Respondent authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to RFP.

The Respondent further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Respondent's Proposal. The Respondent hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Respondent that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

\_\_\_\_\_  
**[Printed Name of Respondent Organization]**

\_\_\_\_\_  
**[Name and Title of Authorized Representative]**

\_\_\_\_\_  
Date

## ATTACHMENT 3: FORM 22 – REQUEST FOR CONFIDENTIALITY – REQUIRED

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***The submission of this form 22 is required.***

***This Form 22 (Form) must be completed and included with your Proposal to the RFP. The Form is required whether the Proposal does or does not contain information for which confidential treatment will be requested.***

*Failure to submit a completed Form will result in the Proposal considered non-responsive and eliminated from evaluation.*

### **Confidential Treatment Is Not Requested**

A request for confidential treatment of information contained in our Proposal is not submitted.

_____ Company	_____ RFP Number	_____ RFP Title
_____ Signature	_____ Title	_____ Date

\*\*\*\*\*

### **Confidential Treatment Is Requested**

If you are submitting a request for confidential treatment of any information submitted in your Proposal, complete the rest of this form.

*The below information is to be completed and signed only if Respondent is requesting confidential treatment of any information submitted in its Proposal.*

Per the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the Request for Proposal (RFP), Respondent requesting portions of its Proposal be maintained in confidence must complete this form and submit it with its Proposal. Respondent should read and familiarize themselves with chapter 22 of the Iowa Code regarding release of public records before completing this Form. Respondent shall refer to the paragraph labeled as Public Records and Requests for Confidential Treatment in section 2 of the RFP for instructions regarding how to request confidential treatment of portions of its Proposal.

### **Notes**

- A. ***Completion of this Form is the sole means of requesting confidential treatment.***
- B. ***Respondent may not request pricing proposals be held in confidence.***

Completion of the Form and IJB's acceptance of Respondent's submission does not guarantee IJB will grant Respondent's request for confidentiality. IJB may reject Respondent's Proposal entirely in the event Respondent requests confidentiality and does submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

To request confidentiality, Respondent must provide the following information:

☐ Respondent must conspicuously mark confidential material in its Proposal in accordance with the section titled Public Records and Requests for Confidential Treatment. *Check box when completed.*

Respondent must specifically identify and list the Proposal section(s) for which it seeks confidentiality and answer the following questions for each section listed:

- Explain the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential.
- Justify why the material should be kept in confidence.
- Explain why disclosure of the material would not be in the best interest of the public.
- Provide the name, address, telephone, and email for the Respondent's person authorized to respond to inquiries by IJB concerning the status of confidential materials.

Please provide the information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below.

For each section with confidential material, provide the following information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below

- A. Specific grounds in *Iowa Code Chapter 22* or other applicable law which supports treatment of the material as confidential
- B. Justification of why the material should be kept in confidence.
- C. Explanation of why disclosure of the material would not be in the best interest of the public.
- D. Name, address, telephone, and email for the person at Respondent's organization authorized to respond to inquiries by IJB concerning the status of confidential materials.

RFP Section	Specific Grounds	Justification	Explanation	Contact Information

☐ Respondent must submit a Public Copy of its Proposal from which the confidential information has been excised. The Public Copy is in addition to the copies required in the cover letter. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible. *Check box when completed.*



This Form must be signed by the individual who signed the Respondent's Proposal. The Respondent shall place this Form completed and signed in its Proposal immediately following the transmittal letter. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

*\*Failure to provide the information required on this Form may result in rejection of Respondent's submittal to request confidentiality or rejection of the Proposal as being non-responsive.*

*\*Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal.*

_____ Company	_____ RFP Number	_____ RFP Title
_____ Signature	_____ Title	_____ Date

## ATTACHMENT 4: COST PROPOSAL FORM – REQUIRED

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*This form must only be attached to submitted Cost Proposals.*

*It cannot be included with the Technical Proposal.*

### Payment Terms

Per *Iowa Code § 8A.514* the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a vendor.

### Cost Proposal

Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). Based on the Payment Terms outlined above. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Provide a detailed breakdown in your Cost Proposal for all costs included below.

<b>Deliverable Item</b>	<b>Firm US Dollars</b>
Personnel (Position/Title)	
Fringe Benefits (Position/Title)	
Travel (Separate staff travel and participant travel expenses. See the allowable state rates)	
Supplies	
Other Costs	
Indirect Costs	
Total Unit Cost (inclusive of all above costs)	
Maximum Participant Payments (Aligned RFP Section 4.2.5.1) (Type of Payment – Stipend)	
Maximum Participant Travel Reimbursement (Aligned with RFP Section 4.2.5.2)	
TOTAL ESTIMATED COST:	

## ATTACHMENT 5: RESPONSE CHECKLIST – REQUIRED

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RFP REFERENCE SECTION	RESPONSE INCLUDED?		LOCATION OF RESPONSE
	Yes	No	
3. Electronic copy of the Bid Proposal			
3. One (1) Public Copy with Confidential Information Excised			
3. Transmittal Letter			
3. Specifications			
3. Vendor Background Information			
3. Experience			
3. Personnel			
3. Terminations			
3. Acceptance of Terms and Conditions			
3. Certification Letter			
3. Authorization to Release Information			
3. Firm Proposal Terms			
6. Proposal Security			
4. Mandatory Specifications			
4. Scored Technical Specifications			
Attachment 1 – Certification Letter			
Attachment 2 – Authorization to Release Information Letter			
Attachment 3 – Form 22 – Request for Confidentiality			
Attachment 4 – Cost Proposal Form			

## ATTACHMENT 6: GENERAL TERMS FOR JUVENILE COURT SERVICES

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Version Effective March 20, 2023

**2.1 Definitions.** When appearing as capitalized terms in the Contract (including any attachments) the following defined terms (and the plural thereof, when appropriate) have the meanings set forth in this section.

**“Applicable Law”** means Chapter 70 (defined below) and 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, supplements, and additions to the foregoing. The term Applicable Law includes all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code chapter. 216 and Iowa Code § 19B.7), the administrative rules of the Iowa Department of Administrative Services (“DAS”) and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as subcontractors or 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 State of Iowa Chief Information Officer. The term Applicable Law also includes all laws, rules, regulations, orders, and policies applicable to Personal Data, the protection, storage, access, transmission, location, and disclosure of Personal Data, and Security Breaches, and the notification of Persons affected by Security Breaches. The term Applicable Law also includes the Iowa Department of Administrative Services State Accounting Policy and Procedures Manual.

**“BAA”** means the Business Associate Agreement, if any, Contractor is required by Contractor to execute.

**“Bid Proposal” or “Proposal”** means the Contractor’s proposal submitted in response to the Solicitation if the Contract arises out of a Solicitation.

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

**“Case File”** means an electronic file that includes referral information, information generated during assessment, documentation of court proceedings, other eligibility determinations, case plans, and case reports, including quarterly progress reports. Case Files of Contractor also include records of Contractor-Recipient contact that document the provision of services

**“CD&E”** means the Contract Declarations and Execution section or page(s) of the Contract.

**“Chapter 70”** means Iowa Court Rules, Chapter 70, entitled Iowa Rules of Juvenile Court Services Directed Programs issued by the Iowa Supreme Court.

**“Agency Confidential Information”** means any confidential or proprietary information or trade secrets provided or disclosed by the Agency to the Contractor 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 Agency Confidential Information includes:

(1) Agency and State security protocols and procedures; (2) Agency and State system architecture or other information that could compromise the security of the Agency 's or the State's networks or systems; (3) information about the Agency's current or future competitive procurements, including the evaluation process prior to the formal announcement of results; and (4) [identify any other Agency-specific Confidential Information that the Judicial Branch might provide to the Contractor (excluding Personal Data)]. Agency Confidential Information does not include Personal Data.

**"Contract"** means the collective documentation memorializing the terms of the Contract between the Agency and the Contractor identified in the CD&E and includes the CD&E, the Special Terms, any Special Contract Attachments, these General Terms for Juvenile Court Services, and any Contingent Terms for Service Contracts, as such documents may be amended from time to time.

**"Contract Administrator"** means the person identified as such in the CD&E.

**"Contractor"** means the party identified as the Contractor on the CD&E. The Contractor may also be referred to herein or in other parts of the Contract as the **"Provider"** or the **"Claimant."**

**"Contract Compliance Review"** shall have the meaning set forth in Chapter 70.

**"Contractor Personnel"** means Contractor's employees, officers, directors, board members, agents, affiliates, contractors, independent contractors, and temporary staff and other Third Parties hired or engaged by Contractor, or any other staff or personnel acting on behalf of or at the direction of Contractor or any contractor or subcontractor of Contractor performing or providing services or Deliverables under this Contract.

**"Deficiency"** means a defect, flaw, anomaly, bug, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including 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, reports, logs, tracking information, 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 Contractor Personnel in connection with the Contract.

**"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.

**"Eligible Provider"** shall mean a contractor or provider that meets all eligibility requirements for being an "Eligible Provider" under Chapter 70.

**"Enhancements"** means any and all updates, upgrades, bug fixes, patches, additions, modifications or other enhancements made to or with respect to any Deliverables (including any new releases or versions of any Deliverables) provided or made available by or through Contractor or any Third Party

under the Contract or any other agreement, and all changes to the Documentation made by Contractor as a result of such Enhancements.

**“Governmental Entity”** means any Governmental Entity, as defined in Iowa Code Section 8A.101, or any successor provision to that section, including the Agency. The term Governmental Entity also includes all departments, agencies, independent agencies, boards, authorities, institutions, establishments, divisions, bureaus, commissions, committees, councils, examining boards, public utilities, offices of elective constitutional or statutory officers, the Iowa General Assembly, and other units, branches, or entities of government (including any state government and the government of the United States).

**“Invoice”** means a Contractor’s claim for payment submitted: (1) in accordance with Section 2.4.2 of the Contract and Rule 70.206 of Chapter 70; and (2) on or using a General Accounting Expenditure (GAX) form or such other form as may be acceptable to or requested by the Agency.

**“Juvenile Court Services” or “JCS”** means a unit of the Iowa Judicial Branch in which juveniles adjudicated by the Iowa Juvenile Court as delinquent and youth at risk of entering the court system receive services as directed by the Chief Juvenile Court Officer or designee

**“On-site Review”** shall have the meaning set forth in Chapter 70.

**“Person”** shall have the meaning set forth in Iowa Code § 4.1 or any successor provision thereof.

**“Personal Data”** means any information or personally identifiable information: (1) relating to an identified or identifiable Person or Recipient; or (2) that could be used to identify a Person or Recipient, including Social Security or other government-issued identification numbers, account security information, financial account information, credit/debit/gift or other payment card information, tax information, account passwords, intellectual property. The term Personal Data also includes: (1) any personal information, personally identifiable information (or similar terminology) as defined under any law, statute, directive, regulation, standard, interpretation (including any and all legislative and/or regulatory amendments or successors thereto) regarding privacy, data protection, information security obligations, collecting or storing personal information and data, or the processing of personal data and information; (2) “Protected Health Information” or “PHI,” as defined under the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 and including any and all legislative and/or regulatory amendments, standards, or definitions or successors thereto; (3) “Personal Information” as defined in and protected by Iowa Code chapter 715C; (4) Substance abuse treatment information protected by 42 U.S.C. § 290dd-2. 42 C.F.R. part 2 and Iowa Code §§ 125.37, 125.93; (5) Mental health treatment and information concerning particular individuals protected by Iowa Code chapters 228 and 229; (6) HIV/AIDS diagnosis and treatment information protected by Iowa Code § 141A.9; (7) information pertaining to Medicaid applicants and recipients: 42 U.S.C. § 1396a(a)(7); 42 C.F.R. §§ 431.300 - .307; Iowa Code § 217.30; and (8) For purposes of this definition and the Contract.

**“Process” or “Processing”** shall mean any use of or access to Personal Data, or any operation or set of operations performed upon the Personal Data, whether or not by automatic or electronic means, including collection, recording, organization, use, transfer, disclosure, storage, handling, manipulation, combination and deletion of Personal Data.

**“Recipient”** means an “Eligible Child” (as defined in Rule 70.101(9) of Chapter 70) or other referred juvenile and, if applicable, parents and family members, foster care providers, legal guardians,

guardians ad litem or other legal representatives of an Eligible Child or referred juvenile, and any other Person who is receiving, has received, or has applied to receive services or other Deliverables performed, provided or delivered by or on behalf of, or otherwise made available by or through, Contractor under the Contract. A Recipient may also be referred to herein or in other sections of the Contract as a **“Client”** or **“Participant”**.

**“Scope of Work”** means the Scope of Work set forth in the Special Terms and any amendments thereto to which the parties have agreed in writing.

**“Security Breach”** means the unauthorized acquisition of, or access to, or use of, Personal Data, Confidential Information, or Deliverables by an unauthorized person that compromises or may compromise the security, confidentiality, or integrity of Personal Data, Confidential Information, or Deliverables, including instances in which internal personnel access systems or Personal Data in excess of their user or access rights or use systems inappropriately. **“Security Breach”** shall also be deemed to include: (1) any breach of security, confidentiality, or privacy or any breach or misuse of, or unauthorized access to, Personal Data as defined by any Applicable Law; or (2) any other event that compromises the physical, technical, administrative, or organizational safeguards put in place by Contactor or Contractor Personnel related to the protection of the security, confidentiality, or integrity of Personal Data or Confidential Information.

**“Solicitation”** means the formal or informal procurement (and any addenda thereto) identified in the CD&E that was issued to solicit the Bid Proposal leading to the Contract.

**“Special Contract Attachments”** means any document the Agency attaches to the Contract that provides additional terms and conditions applicable to the Contractor or the performance of its duties and obligations under the Contract.

**“Special Terms”** means Section 1 of the Contract entitled “Special Terms” that contains terms specific to the Contract, including the Scope of Work, compensation, and any modifications to these General Terms for Juvenile Court Services. If there is a conflict between these General Terms for Juvenile Court Services, the Contingent Terms for Service 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 the Contract, the Documentation, the Solicitation, and the Bid Proposal (excluding any Bidder exceptions), and any specifications, standards (including any IT standards issued by the State, the State Office of the Chief Information Officer, or any Governmental Entity). Specifications shall include 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 the Contract by reference as if fully set forth in the Contract.

**“State”** means the State of Iowa, the Agency, and all State of Iowa Governmental Entities.

**“Third Party”** means a person or entity (including any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to the Contract.

**2.2 Term.** The term of the Contract shall begin and end on the dates specified in the CD&E, unless extended or terminated earlier in accordance with the provisions of the Contract. The Agency may, in its sole discretion, extend the term of the Contract upon the same terms and conditions by exercising any applicable extension or renewal term described in the CD&E by giving the Contractor a written extension at least sixty (60) days prior to the expiration of the initial term or any renewal term.

**2.3 Scope of Work.**

**2.3.1** Contractor will perform, provide and deliver all Deliverables in accordance with and subject to the terms, conditions, Specifications, delivery dates, deadlines and other requirements set forth in the Contract, including those set forth in the Special Terms. In performing its duties and obligations under the Contract, Contractor shall meet or exceed all performance standards, metrics and Specifications set forth in the Contract, including those set forth in the Special Terms. Contractor shall perform, provide and deliver all Deliverables within the boundaries of the United States.

**2.3.2** The Agency may, from time to time as it deems appropriate, communicate specific instructions and requests to Contractor concerning its performance, provision and delivery of the Deliverables and Contractor's other duties and obligations under the Contract. Contractor will comply with such instructions and requests to the satisfaction of the Agency. The parties expressly understand that these instructions and requests are for the purpose of ensuring the satisfactory performance of the services and provision of Deliverables described in the Contract. Contractor will use its best efforts to timely correct any Deficiencies discovered either by Contractor or the Agency.

**2.3.3** The Special Terms may specify a minimum and a maximum number of Recipients.

**2.4 Compensation.**

**2.4.1** In consideration of Contractor performing, providing and delivering the Deliverables in accordance with the terms and conditions of the Contract, Contractor shall be entitled to receive the fees or other compensation associated with such Deliverables as specified Special Terms, subject to the terms and conditions of the Contract. The Agency shall not be obligated to pay any other compensation, fees, expenses, costs, charges or other amounts to Contractor in connection with the Contract. Any work performed or Deliverables provided by Contractor and not specifically authorized by the Agency in writing shall be considered gratuitous and Contractor shall have no right or claim whatsoever to any form of compensation. Unless otherwise agreed to by the Agency in writing, Contractor shall not be compensated on a time and materials basis. Notwithstanding anything in the Contract to the contrary, Contractor is not entitled to payment for any Deliverables performed or provided under the Contract if the Agency reasonably determines that such Deliverables have not been satisfactorily or completely performed or provided, or that such Deliverables fail to meet or conform to any applicable Specifications, or that there is a material Deficiency with respect to such Deliverables. Contractor is not entitled to payment for any Deliverables for which Contractor fails to provide adequate documentation substantiating Contractor's entitlement to compensation or payment as determined by the Agency in its sole discretion. In no event shall the Agency be obligated to pay Contractor any fees, costs, compensation or other amounts in excess of the amount specified in the Special Terms, unless the Agency otherwise agrees to pay such fees, costs, compensation other amounts pursuant to a written and executed amendment to the Contract. No payment, including final payment, shall be construed as or constitute: (1) acceptance of any Deliverables with Deficiencies or incomplete work; or (2) a waiver by the Agency of any rights or remedies it may have to enforce the terms of the Contract, and Contractor shall remain responsible for full performance in strict



compliance with the terms and conditions of the Contract. By making any payments under the Contract, the Agency does not waive its ability to challenge any payment or reimbursement made by Agency. Contractor's acceptance of the last payment from the Agency shall operate as a release of any and all claims related to the Contract that Contractor may have or be capable of asserting against the Agency or the State. No advance payments shall be made for any Deliverables provided by Contractor pursuant to the Contract.

**2.4.2 Invoices.** Unless otherwise provided in the Special Terms, Contractor will **timely** submit each month an Invoice to the [Contract Administrator] in accordance with Rule 70.206 of Chapter 70 and all other requirements set forth below. Each Invoice will reflect the fees applicable to the units of services and Deliverables actually performed or provided by Contractor during the prior month in accordance with the terms, conditions and Specifications of the Contract, including the Special Terms. Contractor will ensure that each Invoice it submits will: (1) include all pertinent referrals from a Juvenile Court Officer or other appropriate Agency staff person, along with all approved invoices; (2) include a copy of the Contractor's list of the eligible Recipients for whom the claim is made or to whom services were provided and the number of units of service provided with respect to each such Recipient; (3) specify the dates and times during which each service or other Deliverables were provided to such Recipients; and (4) comply with Rule 70.206 of Chapter 70 and all other Applicable Laws concerning the preparation, submission and payment of claims. Contractor will include with or attach to each Invoice appropriate documentation as necessary to substantiate the claims, fees or charges included on the Invoice and all information reasonably requested by the Agency. Prior to submitting an Invoice, Contractor will thoroughly review the Invoice and attachments to ensure it complies with Rule 70.206 of Chapter 70 and all of the other requirements set forth in this Section 2.4.2.

**2.4.3 Payment.** The Agency shall review each Invoice for compliance with the Contract and Applicable Law. Subject to the terms, conditions and provisions of the Contract and Contractor's compliance therewith, the Agency will pay all approved and undisputed amounts in arrears and in conformance with Iowa Code section 8A.514 and Iowa Administrative Code rule 11—41.1(2), and all other applicable laws, rules, regulations, policies and requirements. The Agency may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Notwithstanding anything herein to the contrary, the Agency shall have the right to dispute any Invoice submitted for payment and withhold payment of any disputed amount if the Agency believes the Invoice is inaccurate or incorrect in any way.

**2.4.4 Offset Against Sums Owed by the Contractor.** If the Contractor owes the Agency or the State any sum under the terms of the Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the Agency or the State may, in its sole discretion, offset any such sum against: (1) any sum invoiced by, or owed to, the Contractor under the Contract, or (2) any sum or amount owed by the Agency or the State to the Contractor, unless otherwise required by law. Any amounts due to the Agency or the State as damages may be deducted by the Agency from any money or sum payable by the Agency or the State to Contractor pursuant to the Contract. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.

**2.4.5 Withholding.** 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, if the Agency determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in the Contract or has failed to timely perform, provide or deliver any Deliverable in accordance with the terms of the Contract; (2) Contractor is not

making timely and sufficient progress towards the completion or performance of any Deliverables; (3) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency; or (4) 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 the Contract.

**2.4.6 Erroneous Payments and Credits.** Contractor shall promptly pay or refund to the Agency the full amount of any overpayment, erroneous payment or unallowable expense within ten (10) Business Days after either discovery by the Contractor or notification by the Agency of the overpayment, erroneous payment or unallowable expense

**2.4.7 Correction/Cure.** The Agency may, without any obligation, correct any Deficiencies with respect to any Deliverable or cure any Contractor default under the Contract without prejudice to any other remedy it may have if Contractor fails to correct such Deficiencies as required in the Contract or if Contractor otherwise defaults or fails to perform any provision of the Contract within the time period specified in a notice of default from the Agency. The Agency may provide or procure the services reasonably necessary to correct any Deficiencies or cure any Contractor default, in which event Contractor shall reimburse the Agency for the actual costs incurred by the Agency for such services (or for the reasonable value of the time expended by any Agency or State employees who provide such services). In addition, Contractor shall cooperate with the Agency, or any Third Parties retained by the Agency who assist in curing such default, including by allowing access to any pertinent Deliverables, materials or work product of Contractor. Contractor shall pay to the Agency all expenses incurred by the Agency to cure and correct such Deficiencies within ten (1) Business Days after receiving Agency's written notice demanding payment.

**2.4.8 Error Correction.** With respect to each notice from the Agency to Contractor during the term of the Contract that notifies Contractor that any Deliverable delivered by Contractor (whether previously accepted or not by the Agency) contains or experiences a Deficiency, Contractor shall, at no cost to the Agency, promptly (i) correct the Deficiency and repair the affected Deliverable, and (ii) provide the Agency with all necessary or related Documentation with respect to such repaired or corrected Deliverable.

**2.4.9 Reimbursable Expenses.** Except as otherwise provided in the Special Terms, there shall be no reimbursable expenses associated with the Contract separate from the compensation referred to in this Section 2.4. Contractor shall be solely responsible for all costs, charges and expenses it incurs in connection with its performance under the Contract including travel, mileage, meals, lodging, equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all other costs and expenses of Contractor. To the extent reimbursement is expressly provided for in the Special Terms, the following terms and conditions shall apply and govern expense reimbursement:

Subject to any applicable laws, rules, policies and procedures, the Agency shall reimburse Contractor for the reasonable and actual costs of transportation, meals and lodging incurred by Contractor with respect to any travel requested by the Agency; provided, however, that: (i) Contractor submits all of its anticipated travel and other costs to the Agency in advance of any travel for the Agency's prior approval; and (ii) notwithstanding the Agency's approval, any reimbursement for allowable transportation, meals and lodging will not exceed the maximum reimbursement rates applicable to board, commission, advisory council and task force members, including those set forth in the State Accounting Policy and Procedures Manual 210.245 and 210.305 (or any successor provisions) or such other rates and limitations as may later be established by the Iowa Department of Administrative Services (or any other State Governmental Entity) or by the Iowa General Assembly. Contractor

agrees to utilize the most economical mode of transportation available and shall comply with any other travel policies, procedures or requirements applicable to contractors of the State of Iowa. Contractor shall submit original and itemized receipts and any other supporting documentation as the Agency may request with respect to all costs and expenses submitted by Contractor for reimbursement. The Agency reserves the right to audit all reimbursement requests and to withhold or deny reimbursement for Contractor's failure to comply with the requirements of this section and the laws, rules and travel policies and procedures of the State.

**2.4.10 Monitoring and Review.** The Agency will monitor and review Contractor's performance under the Contract to ensure compliance with the Contract. Such review and monitoring shall include the Agency's: (1) review and assessment of Invoices and reports furnished by Contractor pursuant to the Contract; (2) performance of Contract Compliance and On-Site Reviews in accordance with the terms of the Contract; and (3) any other review and monitoring activities described in the Special Terms.

**2.4.11 Reimbursement.** If an audit, Contract Compliance Review or On-Site Review shows that all or any funds paid hereunder were not spent or paid in accordance with the terms and provisions of the Contract, Contractor shall be liable for reimbursement to the Agency of all funds not spent or paid in accordance herewith within ten (10) Business Days after the Agency has notified the Contractor of such non-compliance and has requested reimbursement.

**2.4.12 Return of Prepaid Amounts.** Notwithstanding any provision in the Contract to the contrary, Contractor shall refund to the Agency, within ten (10) Business Days of the effective date of termination of the Contract for any reason, any prepaid fees, funds or other amounts paid by the Agency for any Deliverables or services that have not been performed, provided or received by the Agency.

**2.4.13 Failure to Pay Amounts Due.** If Contractor fails to timely pay, repay, reimburse or refund any amounts it is required to pay the Agency under this Section 2.4 (or any other provision of the Contract), the Agency may charge Contractor interest at the rate of one percent (1%) per month compounded on the outstanding balance each month after the date payment or refund is due, or the maximum amount allowed by law, whichever is greater. The Agency may, in its sole discretion, elect to apply any such amounts against any fees or other amounts payable by the Agency under the Contract.

**2.4.14** Contractor's duties and obligations under this Section 2.4, shall survive termination or expiration of the Contract.

## **2.5 Termination.**

**2.5.1 Termination for Cause by the Agency.** The Agency may terminate the Contract upon written notice for the breach by the Contractor or Contractor Personnel of any material term, condition or provision of the 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 the 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 the Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

**2.5.1.2** The Contractor or any Contractor Personnel have 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 the Contract is suspended, terminated, revoked, or forfeited;

**2.5.1.6** The Contractor has failed to comply with any Applicable Law, or the Agency learns or believes that Contractor or Contractor Personnel are or have been the subject of a criminal, regulatory, or administrative investigation or proceeding;

**2.5.1.7** The Agency determines or believes the Contractor or Contractor Personnel have engaged in conduct that: (1) has or may expose the Agency or the State to material liability; (2) has caused or may cause a Recipients' or other person's life, health, or safety to be jeopardized or put at risk; (3) violates or allegedly violates any laws, rules or regulations, whether of a criminal or civil nature; or (4) that creates a conflict of interest or the appearance of a conflict of interest that the Agency determines is inappropriate or unacceptable;

**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 the Contract pertaining to confidentiality, privacy, Personal Data, or data security;

**2.5.1.10** The Agency has determined or suspects that any Security Breach or any other incident involving unauthorized access to or use of any data, information, Personal Data, Confidential Information, Deliverables, networks, systems, equipment or other property has occurred; or

**2.5.1.11** 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 the 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 the Contract in whole or in part without penalty or liability 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 the Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate the Contract without penalty and or liability 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 the Contract or to operate as required and to fulfill its obligations under the 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 funding for early intervention and follow up programs, graduated sanctions services, non-contracted services, or court-ordered services are exhausted in any judicial district where Contractor is performing or providing services or other Deliverables.

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

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

**2.5.3.6** 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 the Contract; or

**2.5.3.7** If any other event or circumstance occurs that impacts or affects the ability of the Agency, the State or any Governmental Entity to continue to operate, use, maintain or pay for any Deliverables. The Agency shall provide the Contractor with written notice of termination pursuant to this Section 2.5.3.

**2.5.4 Other remedies.** The Agency's right to terminate the 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.** If this Contract is terminated for any reason by either party (except for termination by the Agency pursuant to Sections 2.5.1 and 2.5.3) the Agency shall pay only those amounts, if any, due and owing to the Contractor hereunder for Deliverables actually and satisfactorily performed, provided and delivered in accordance with the provisions of the Contract up to and including the date of termination of the Contract and for which the Agency is obligated to pay pursuant to the Contract. If the Agency terminates the Contract pursuant to Section 2.5.3, the Agency's obligation to pay the Contractor such amounts shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of Invoices and proper substantiation 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 under the Contract if the Contractor breaches the Contract or the Agency withholds any amounts in accordance with the terms of the Contract. The Agency shall not be liable under any circumstances (regardless of whether the Contract has or has not been terminated) for any of the following:

**2.5.5.1** The payment of unemployment compensation to the Contractor's employees or any other Contractor Personnel;

**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 or expires;

**2.5.5.3** Any costs incurred by the Contractor in its performance or anticipated performance of the Contract, including startup costs, overhead, financial commitments 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 the Contract; or

**2.5.5.5** Any amounts for any Deliverables that are in progress but have not been provided to or received by the Agency.

**2.5.5.6** Any taxes the Contractor may owe in connection with the performance of the Contract, including 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 at any time upon Agency's request (hereafter, "Close-Out Event"), the Contractor shall, unless otherwise instructed or requested by the Agency:

**2.5.6.1** Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the expiration date or effective date of termination, 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, data, information, Confidential Information (excluding Personal Data), 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; and

**2.5.6.6** Comply with all instructions and requests made by the Agency.

**2.5.7 Termination for Cause by the Contractor.** The Contractor may only terminate the Contract for the breach by the Agency of any material term of the 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 Indemnification.***

**2.6.1 By the Contractor.** The Contractor and its permitted assigns will 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 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 the Contract, including any claims related to, resulting from, or arising out of:

**2.6.1.1** Any violation or breach of any term or condition of the Contract by or on behalf of Contractor or Contractor Personnel;

**2.6.1.2** Any negligent, intentional, or wrongful act or omission of the Contractor or any Contractor Personnel;

**2.6.1.3** Contractor's performance or attempted performance of the Contract, including any performance or attempted performance of the Contract by Contractor Personnel;

**2.6.1.4** 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;

**2.6.1.5** 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;

**2.6.1.6** The furnishing or making of any statement, representation, warranty, or certification in connection with the Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

**2.6.1.7** Any claim for violation or infringement of any statutory or common law rights or any other rights of any Person, including any claims or causes of action involving torts, personal injury, defamation, or rights of publicity, privacy, confidentiality, misappropriation or security;

**2.6.1.8** Any claim of medical, legal or professional malpractice;

**2.6.1.9** Any Security Breach or any other incident involving unauthorized access to or use of any Personal Data, Confidential Information, information, data, Deliverables, networks, systems, equipment or other property has occurred; or

**2.6.1.10** Any failure of Contractor or any Contractor Personnel to comply with Applicable Laws.

**2.6.2** Contractor's obligations under this Section 2.6 are not limited to third-party claims but shall also apply to any claims that either party may assert against the other, regardless of cause or fault.

**2.6.3** Contractor shall be liable for any personal injury or damage to property caused by the fault or negligence of the Contractor or any Contractor Personnel. In no event shall the State be liable for injuries suffered by Recipients, Contractor, or Contractor Personnel related to either the Contractor's performance under the Contract or the performance, provision and delivery of any Deliverables.

**2.6.4** Contractor duties and obligations as set forth in this Section 2.6 shall survive the termination or expiration of the Contract and shall apply regardless of the date any potential claim or loss is made or discovered by the Agency or any other Indemnitee.

## **2.7 Insurance.**

**2.7.1 Insurance Requirements.** The Contractor (and each contractor or subcontractor of Contractor), shall, at its own expense, maintain in full force and effect during the term of the Contract (including all extensions and renewals thereof), with insurance companies licensed or admitted to business in the State of Iowa, insurance covering its work and the performance, provision and delivery of Deliverables during the entire term of the Contract, which includes any extensions or renewals thereof. The Contractor's insurance shall, among other things:

**2.7.1.1** Be maintained and in full force and effect during the entire term of the Contract, which includes any extensions or renewals thereof

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

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



**2.7.1.4** Provide a waiver of any subrogation rights that any of its insurance carriers might have against the Agency and the State on the policies for all coverages required by the Contract. The requirements set forth in this section shall be indicated on the certificates of insurance coverage supplied to the Agency pursuant to Section 2.7.3; and

**2.7.1.5** Not be reduced, amended (to the detriment of the State), or canceled without the prior written approval of the Agency (unless a cancelled policy is being simultaneously replaced by another policy meeting the requirements of this Section 2.7).

**2.7.2 Types and Amounts of Insurance Required.** Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued insurance coverages of the types and in the amounts set forth in the Special Terms.

**2.7.3 Certificates of Coverage.** The Contractor shall submit certificates of insurance to the Agency within five (5) Business Days after the execution of the Contract. Such certificates shall certify: (1) the types and the amounts of coverage; (2) that all insurance coverages are in force before the Contractor starts work; (3) that the insurance coverages apply to, among other things, the work, activities, products and liability of the Contractor related to the Contract; (4) that the State of Iowa and the Agency are named as additional insureds or loss payees on the policies of insurance or are designated as such by endorsement as required herein; and (5) that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Agency. The Contractor shall ensure that such policies will not be reduced, canceled or amended without first obtaining the prior written approval of the Agency. The certificates shall be subject to approval by the Agency.

**2.7.4 Responsibility of Contractor.** The Agency's approval or acceptance of the insurance certificates shall not relieve Contractor of any obligation under the Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the term of the Contract, including all renewals and extensions thereof. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of the Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under Section 2.7 of the Contract.

**2.7.5 Filing of Claims.** If either the State suffers a loss or is unable to file a claim under any policy of insurance required under the Contract, the Contractor shall, at the Agency's request, immediately file a proper claim under such policy. Contractor will provide the Agency with proof of filing of any such claim and keep the Agency fully informed about the status of the claim. In addition, Contractor agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the Agency and the State. Contractor shall pay to the Agency and the State any insurance proceeds or payments it receives in connection with any such claim immediately upon Contractor's receipt of such proceeds or payments; provided that such payment will not exceed the amount of the loss sustained, incurred, asserted or claimed by the State.

**2.7.6 Proceeds.** If the State suffers a loss that may be covered under any of the insurance policies required under this Section 2.7, neither the Contractor nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and the State have fully recovered any losses, damages or expenses sustained or incurred by

it (subject to applicable policy limits), and Contractor hereby assigns to the Agency and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under the Contract.

**2.7.7 Notice of Third-Party Claims.** 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.

**2.7.8 Survival.** Contractor's duties and obligations under this Section 2.7 shall survive the termination or expiration of the Contract.

## ***2.8 Confidential Information***

**2.8.1 Confidentiality Obligation.** Contractor, Contractor Personnel and Contractor Subcontractors may have access to, collect, receive, or process Agency Confidential Information or Personal Data in connection with the Contract. Contractor, Contractor Personnel and Contractor Subcontractors may only access, use and process Agency Confidential Information and Personal Data solely to the extent necessary to carry out the Contractor's express duties and obligations under the Contract and will hold such information and data in the strictest confidence. Contractor, Contractor Personnel and Contractor Subcontractors shall at all times preserve the confidentiality of all Confidential Information and Personal Data and shall maintain procedures for properly securing and safeguarding all such information and data. Contractor will designate one individual who shall remain the responsible authority in charge of all Confidential Information and Personal Data collected, accessed, used, processed, or disseminated by Contractor in connection with the performance of the Contract. Contractor will provide adequate direction, supervision and training to all Contractor Personnel and Contractor Subcontractors to ensure compliance with the terms of the Contract and this Section 2.8. If required by the Agency, Contractor, Subcontractor Personnel and Contractor Subcontractors will execute confidentiality or non-disclosure agreements to obtain access to certain Agency Confidential Information. Contractor shall comply with both the State's and the Agency's policies and procedures related to the access, storage and protection of Agency Confidential Information. Under no circumstances may the Contractor, Contractor Personnel or Contractor Subcontractors access Agency Confidential Information or Personal Data from outside of the United States and its protectorates, and any such access is prohibited.

If Contractor receives a request for access to any Agency Confidential Information, Contractor shall immediately communicate such request to the Agency for consideration and handling. Contractor may only disclose Agency Confidential Information as expressly authorized by law and only with the prior written consent of the Agency, either during or after the term of the Contract. The Contractor shall immediately report to the Agency any unauthorized use or disclosure of Agency Confidential Information or Personal Data. The Contractor may be held civilly or criminally liable for improper use or disclosure of Agency Confidential Information or Personal Data.

Except as expressly permitted in this Section 2.8, Contractor, Contractor Personnel and Contractor Subcontractors shall not any time (including during the term of the Contract and after termination or expiration of the Contract) use, copy, access, reproduce, modify, aggregate, compile, summarize, publish, distribute, disclose, disseminate, sell, transfer, license, exploit, prepare derivative works from, or otherwise use, in any manner whatsoever, any Agency Confidential Information without the Agency's prior written permission.

**2.8.2 Security Questionnaire** Upon the Agency's request, Contractor will provide the Agency with a completed contractor/vendor security risk assessment questionnaire on a form required or approved by the Agency.

**2.8.3 Foreign Hosting and Storage Prohibited.** Contractor shall only host and store Agency Confidential Information and Personal Data within the continental United States.

**2.8.4 Owner of Personal Data.** Contractor agrees that is shall be considered the owner of all Personal Data for all purposes, regardless of whether the Contractor collects such information and data or receives it from Recipients or any other sources. Contractor shall comply with all Applicable Laws relating to Personal Data, including those related to the protection and security of Personal Data and the notification in the event of any Security Breach involving or affecting Personal Data or Persons.

**2.8.5 Contractor Breach Notification Obligations.** The Contractor agrees to comply with all Applicable Laws that require the notification of individuals if a Security Breach or unauthorized access to or use or disclosure of Personal Data or Confidential Information occurs or any other events occur requiring notification in accordance with Applicable Law. In the event of a breach of the Contractor's security obligations, a Security Breach, 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 and hold harmless the Agency and the State from and against any claims, damages, or other harm related to the foregoing.

**2.8.6 Compliance of Contractor Personnel and Contractor Subcontractors.** The Contractor, Contractor Personnel and Contractor Subcontractors will 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, Contractor Personnel or Contractor Subcontractors. All services shall be performed in accordance with State Information Technology security standards and policies as well as Agency security policies and procedures. By way of example only, see Iowa Code 8B.23, and <https://ocio.iowa.gov/home/standards>. Contractor will be fully responsible and liable for ensuring that all Contractor Personnel and Contractor Subcontractors comply with the terms, conditions and requirements of Section 2.8. Contractor will include appropriate provisions in its contracts with Contractor Subcontractors obligating Contractor Subcontractors to fully comply with all of the terms, conditions and requirements of Section 2.8.

**2.8.7 Subpoena.** If a subpoena or other legal process is served upon the Contractor for records containing Agency Confidential Information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect or prevent disclosure of the Agency Confidential Information.

**2.8.8 Return and/or Destruction of Information.** Upon the Agency's request, the Contractor agrees to comply with all Agency directives regarding the return or destruction of Agency Confidential Information and any derivative works. At Agency's request, Contractor shall return and transmit Agency Confidential Information that is specifically identified or requested by the Agency 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 Confidential Information and any derivative work, the Contractor will, upon the Agency's written request, physically

and/or electronically destroy or erase all residual Agency Confidential Information regardless of format from the entire Contractor's technology resources and any other storage media except as otherwise provided by Applicable Law. 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. To the extent Contractor is required to destroy specific Agency Confidential Information pursuant to this Section 2.8.8, Contractor shall ensure that such Agency Confidential Information will be permanently deleted and will not be recoverable, in accordance with National Institute of Standards and Technology ("**NIST**") approved methods. Any requested destruction of Agency Confidential 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.

**2.8.9 Contractor's Inability to Return and/or Destroy Information.** If for any reason any Agency Confidential 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 of the parties that the return and/or destruction of the information is not possible or feasible, the Contractor shall make the Agency Confidential Information inaccessible. The Contractor shall not use or disclose such retained Agency Confidential 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 Confidential 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 Confidential Information in the Contractor's information systems, the Contractor will extend the protections of the Contract to such information and limit any further uses or disclosures of such information.

**2.8.10. Non-Exclusive Equitable Remedy.** Contractor acknowledges and agrees that due to the unique nature of Agency Confidential Information and Personal Data that any breach or threatened breach of any of Contractor's duties and obligations under Section 2.8 will immediately give rise to continuing irreparable injury or harm to the Agency or others that is inadequately compensable in damages at law. Accordingly, and without prejudice to any other remedy available to the Agency, the Agency will be entitled to injunctive relief without posting any bond, without the necessity of proving actual loss, and without demonstrating an inadequate remedy at law. Contractor waives all requirements that must be satisfied before the Agency may seek injunctive relief. Any breach of this Section 2.8 will constitute a material breach of the Contract and be grounds for immediate termination of the Contract, in the exclusive discretion of the Agency.

**2.8.10. Survives Termination or Expiration.** Contractor's duties, obligations, and liabilities as set forth in this Section 2.8 shall survive termination or expiration of the Contract.

**2.9 Information Security.** If Contractor accesses, collects, receives, stores, transmits or otherwise Processes Personal Data, Contractor will comply with Special Contract Attachment 1, Data and Information Security Provisions and any other provisions in the Special Terms relating to Personal Data, Confidential Information or data security.

**2.10 Representations, Warranties and Covenants.**

**2.10.1** Contractor represents and warrants that during the term of the Contract, the Deliverables will, in whole and in part: (i) be free from material Deficiencies; and (ii) meet, conform to or operate in

accordance with all Specifications and in accordance with the Contract. 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 thirty (30) days of receiving Agency's notice of such Deficiencies or failures. If Contractor is unable to repair, correct or replace such Deliverable to the Agency's satisfaction, Contractor shall refund the fees or other amounts paid for the Deliverables and any services related thereto. The foregoing shall not constitute an exclusive remedy under the Contract, and the Agency shall be entitled to pursue any other available contractual, legal or equitable remedies. 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 provisions of the Contract and provide the Agency with all materials and Documentation with respect to such repaired or corrected Deliverable.

**2.10.2** Contractor represents and warrants that it is fully aware of the Agency's requirements and intended purposes and uses for the Deliverables as set forth in the Contract and in the Solicitation (if any), and the Deliverables shall satisfy such requirements in all material respects and are fit for their intended purposes and uses.

**2.10.3** Contractor represents and warrants that meets the definition of and requirements for an Eligible Provider under Chapter 70.

**2.10.4** Contractor represents, warrants and covenants that all services and Deliverables to be performed or provided under the Contract shall be performed or provided in a professional, competent, diligent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of the Contract and the highest standards of performance applicable to Contractors and service providers in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of the Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. If Agency notifies Contractor of any services performed in violation of this standard, 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, Contractor shall reimburse the Agency any fees or compensation paid to Contractor for the unsatisfactory services or other Deliverables.

**2.10.5** Contractor represents, warrants and covenants that it is knowledgeable about, and shall comply with, all Applicable Laws while performing under the Contract.

**2.10.6** Contractor represents, warrants and covenants that it has no interest and shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance of its obligations under the Contract or otherwise constitute a conflict of interest.

**2.10.7** Contractor represents, warrants and covenants that all services and other Deliverables and will at all times comply with all Applicable Laws during the term of the Contract.

**2.10.8** Contractor represents and warrants is not in arrears with respect to the payment of any monies due and owing the State or any Governmental Entity thereof including the payment of taxes and employee benefits, and covenants and warrants it will not become so during the term of the Contract, or any extensions or renewals thereof. Contractor represents that its accounting system is adequate to comply with the Contract.

**2.10.9** 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 the Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

**2.10.10** Contractor represents, warrants and covenants that it is the owner and custodian of all Personal Data and shall be responsible for securing and safeguarding such data, investigating, responding to and mitigating any Security Breaches involving such data, notifying all Persons affected or potentially affected by such breach, and complying with all Applicable Laws regarding Personal Data and Security Breaches.

**2.10.11** All warranties made by Contractor in the Contract, whether or not the Contract specifically denominates Contractor's promise as a warranty or whether the warranty is created only by Contractor's affirmation or promise, or is created by a description of the materials and services 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 warranties which arise through course of dealing or usage of trade. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. Contractor's warranties provided in this Section 8 are in addition to and not in lieu of any other warranties provided in the Contract. All warranties provided for in the Contract shall be cumulative, shall be deemed consistent and not in conflict, are intended to be given full force and effect and to be interpreted expansively to give the broadest warranty protection to the Agency.

**2.11 *Obligations of Contractor Personnel.*** Contractor acknowledges the Contract contains provisions that establish duties, obligations and requirements of, or applicable to, Contractor Personnel. Notwithstanding anything to the contrary in the Contract, Contractor agrees it will be fully responsible and liable for ensuring that all Contractor personnel meet, satisfy and comply with: (1) all such duties, obligations and requirements; and (2) any contractual duties and obligations of Contractor that Contractor assigns to Contractor Personnel. Contractor further agrees that it will provide adequate supervision of and training to all Contractor Personnel to ensure that Contractor Personnel comply with all terms and provisions of the Contract and Applicable Law.

**2.12 *Contract Administration.***

**2.12.1 Independent Contractor.** The status of Contractor shall be that of an independent contractor. Contractor shall not hold itself out as an employee or agent of the Agency. The Agency shall not provide Contractor with office space, support staff, equipment or tools, or supervision beyond the terms of the Contract. Neither Contractor nor any Contractor Personnel are eligible for any State employee benefits, including retirement benefits, insurance coverage or the like. Contractor and Contractor Personnel shall not be considered employees of the Agency or the State for any purpose, including for federal or State tax purposes. The Agency shall not withhold taxes on behalf of Contractor or Contractor Personnel. Contractor shall be responsible for payment of all taxes in connection with the Contractor.

**2.12.2 Incorporation of Documents.** To the extent the Contract arises out of a Solicitation, the parties acknowledge that the Contract incorporates by reference the Solicitation and the Bid Proposal together with any clarifications, attachments, appendices, or amendments to the Solicitation and the Bid Proposal; provided, however, that none of Contractor's exceptions, objections or proposed modifications in its Bid Proposal (collectively "Contractor Exceptions") respecting the Solicitation or any terms associated therewith, including any contract terms and conditions that are a part of the Solicitation shall be incorporated into or made a part of the Contract unless expressly set forth herein.

The terms and conditions of the Solicitation and the Bid Proposal are made contractual obligations of Contractor, except that any Contractor Exceptions shall not be deemed to limit, modify or otherwise affect any of the contractual obligations of Contractor or the Agency under the Contract unless expressly stated in the Contract. 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; and (3) the Bid Proposal (excluding any Contractor Exceptions that are not expressly made a part of the Contract). The references to the parties' obligations, which are contained in the 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 the Contract shall not be construed as creating a conflict and will not relieve the Contractor of any duties or obligations imposed by the terms of the Solicitation and the Contractor's Bid Proposal. Terms offered or stated in the Bid Proposal that 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 the Contract. The Bid Proposal does not create any express or implied obligations of the Agency.

**2.12.3 Notification of Events.** Contractor shall notify the Agency in writing if any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:

**2.12.3.1** Contractor files or permits the filing against it 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; or

**2.12.3.2** Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets; or

**2.12.3.3** Making an assignment for the benefit of creditors; or

**2.12.3.4** 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 Contractor's performance of its obligations under the Contract; or

**2.12.3.5** An order is entered approving an involuntary petition to reorganize the business of Contractor for all or part of its property; or

**2.12.3.6** If a writ or warrant of attachment, execution, distraint, levy, possession or any similar process that may materially affect the operation of Contractor is issued by any court or administrative agency against all or any material portion of Contractor's property; or

**2.12.3.7** Taking any action to authorize any of the foregoing; or

**2.12.3.8** Contractor or Contractor Personnel have experienced a breach in security, unauthorized access to any data, computer network, system, server, data center or hardware operated by or on behalf of Contractor or Contractor Personnel, or any other event or incident occurs that affects Personal Data;

**2.12.3.9** Contractor or Contractor Personnel have become the subject of or are otherwise involved in a criminal, regulatory, or administrative investigation or proceeding

**2.12.4 Compliance with the Law; Nondiscrimination in Employment.** The Contractor and Contractor Personnel shall comply at all times with Applicable Law. Upon the Agency's or DAS' written request, Contractor shall submit to a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121. Contractor and Contractor Personnel shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under the Contract. If the Contractor contracts with Third Parties for the performance of any of the Contractor obligations under the Contract in accordance with Section 2.12.9, the Contractor shall ensure such Third Parties are bound by the terms and conditions contained in this Section 2.12.4 and shall make the provisions of this section a part of its contracts with any Third Parties providing services or other Deliverables related to Contractor's performance of the Contract. Notwithstanding anything in the Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this Section 2.12.4 shall be regarded as a material breach of the Contract, and the Agency may cancel, terminate, or suspend, in whole or in part, the Contract. The Agency or the State may further declare the Contractor ineligible for future state contracts, or the Contractor may be subject to other sanctions as provided by law or rule.

**2.12.5 Procurement.** The Contractor shall use procurement procedures that comply with Applicable Law.

**2.12.6 Non-Exclusive Rights.** The Contract is not exclusive. The Agency reserves the right to hire other contractors to provide Deliverables similar or identical to those described in the Special Terms during the term of the Contract, including any extensions or renewals thereof.

**2.12.7 Amendments.** With the exception of the Agency's right to renew or extend the term of the Contract, which Agency may exercise in its sole discretion, the Contract may only be amended by mutual written consent of the parties. Amendments shall be executed on a form approved by the Agency. The Agency may require an amendment to the Contract whenever there is a change in the amount of contracted dollars, contract duration, program description, or any other terms of the Contract. Any attempt by Contractor to amend the Contract by use of terms and conditions in an Invoice or other ancillary transactional documents shall be void and not binding on the Agency. To the extent that language in a transactional document conflicts with the terms of the Contract, the terms of the Contract shall control.

**2.12.8 No Third-Party Beneficiaries.** There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the Agency, the State and the Contractor.

**2.12.9 Use of Third Parties.** None of the services to be provided by Contractor pursuant to the Contract shall be subcontracted or delegated to or provided by any contractor, subcontractor or other Third Party



(the foregoing shall be referred to in this Section 2.12.9 as "Subcontractor") without the prior written consent of the Agency, which consent Agency may withhold in its sole discretion. If Agency consents to use of a Subcontractor, Contractor shall select and utilize only those Subcontractors that are capable of meeting or exceeding all of the requirements set forth in the Contract. Contractor shall oversee each such approved Subcontractor's compliance with such requirements and shall be fully and financially responsible to the Agency for any failure of a Subcontractor to meet such requirements. The Agency's consent shall not be deemed in any way to provide for the incurrence of any additional obligation of the Agency, whether financial or otherwise. Any subcontract to which the Agency has consented shall be in writing and shall in no way alter the terms and conditions of the Contract. All subcontracts and Subcontractors hired or used by Contractor shall be subject to the terms and conditions of the Contract and to any conditions of approval that the Agency may deem necessary. Contractor is solely liable for any and all payments that may be due to a Subcontractor pursuant to any subcontract. Contractor shall indemnify and hold harmless the Agency and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's breach of any subcontract into which it enters, including Contractor's failure to pay any and all amounts due to any Subcontractor. All duties, obligations, and responsibilities of the Contractor under the Contract shall also apply to such Subcontractors, and Contractor shall include in all of its subcontracts a clause that so states. Contractor will ensure that all subcontracts shall contain provisions which allow the Agency to access and received copies of the Subcontractor's books, documents, and records and to conduct inspections and audits, as required of Contractor herein. No subcontract or delegation of work shall relieve or discharge Contractor from any obligation, provision, or liability under the Contract. Contractor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any such Subcontractor. Any action of a Subcontractor hired by Contractor, which, if done by Contractor, would constitute a breach of the Contract, shall be deemed a breach by Contractor and have the same legal effect. Section 2.12.9 and Contractor's duties and obligations hereunder shall survive termination or expiration of the Contract.

**2.12.10 Choice of Law and Forum.** The Contract shall be governed in all respects by and construed in accordance with the laws of the State of Iowa, without giving effect to the choice of law principles thereof. Any and all litigation or actions commenced in connection with Contract, including after expiration or termination of the Contract, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. Contractor irrevocably: (i) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of the Contract shall be brought and maintained exclusively in the aforesaid courts; (ii) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts; and (iii) waives any objection to such jurisdiction based on forum non conveniens or otherwise. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Agency or the State, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. Section 2.12.10 and Contractor's duties and obligations thereunder shall survive termination or expiration of the Contract.

**2.12.11 Assignment and Delegation.** The Contractor may not assign, transfer, or convey, in whole or in part, the Contract without the prior written consent of the Agency. For purposes of construing this clause, a transfer of a controlling interest in Contractor, a merger, sale or consolidation of Contractor, or a sale of

substantially all of Contractor's assets shall be considered an assignment. Contractor agrees that it shall provide the Agency with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of Contractor and of any proposed merger, sale or consolidation of Contractor. The Contractor may not delegate any of its obligations or duties under the Contract without the prior written consent of the Agency. Contractor agrees that it shall not use this Contract, or any portion thereof, for collateral or to otherwise secure any financial obligation of Contractor or any affiliate thereof 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 the Contract. The Agency may assign, transfer, or convey the Contract, in whole or in part, to any Governmental Entity that succeeds the Agency's duties hereunder or otherwise assumes responsibility for functions or duties currently assumed by the Agency to which the Contract or the Deliverables relate.

**2.12.12 Integration.** The Contract represents the entire agreement between the parties concerning the subject matter hereof, and neither party is relying on any representation that may have been made which is not included in or otherwise a part of the Contract. Notwithstanding anything in the Contract to the contrary, no shrink-wrap, click-wrap, click-through, click-accept, browse-wrap, sneak-wrap, online terms or website terms ("Additional Terms") provided with or related to any Deliverables, products, software or services hereunder or contained in any hypertext or other link contained in the Contract, any Invoice, or other document, will be binding on the Agency, even if Agency's use of such Deliverables, products, software or services requires an affirmative "acceptance" of those Additional Terms before access is permitted. All such Additional Terms shall be of no force or effect and shall be deemed rejected by Agency in their entirety. Contractor acknowledges that it has thoroughly read the Contract and all related attachments, schedules, exhibits, and other documents and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept same freely and without coercion of any kind. Accordingly, neither party to the Contract shall be considered the drafter of the 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. The parties agree that if an attachment, addendum, rider, schedule, appendix or exhibit is attached to the Contract or any section or part thereof by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

**2.12.13 Headings, Captions, and Terms** The section headings or captions are for identification purposes only and do not limit or construe the contents of the sections. Unless the context of the Contract otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, and the word "or" has the inclusive meaning represented by the phrase "and/or." The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The words "thereof," "herein," "hereunder," and similar terms in the Contract refer to the Contract as a whole and not to any particular provision of the Contract.

**2.12.14 Further Assurances and Corrective Instruments.** Upon Agency's request, Contractor will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.

**2.12.15 Not a Joint Venture.** Nothing in the 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 the Contract.

**2.12.16 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 Contractor's obligations under the Contract, for any default or breach of this Contract by or on behalf of Contractor, and for any fiscal or financial liabilities of Contractor.

**2.12.17 Supersedes Former Contracts or Agreements.** The Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be performed, provided and delivered in connection with the Contract.

**2.12.18 Waiver.** All waivers hereunder must be made in writing by a duly authorized representative of the Party against whom the waiver is to operate, and failure at any time to require the other Party's performance of any obligation under this Agreement shall not affect the right subsequently to require performance of that obligation. Any waiver, in whole or in part, of any provision of this Agreement will not be considered to be a waiver of any other provision. Any 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.

**2.12.19 Notice.** Any notices permitted or required under the Contract shall be in writing and may be hand-delivered, emailed, sent by registered or certified mail (return receipt requested), or sent by a nationally recognized overnight courier, and shall be addressed to each party's respective contact person as set forth in the CD&E. 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: (1) At the time it is actually received in the case of hand delivery or email; (b) within one (1) day in the case of overnight delivery by a nationally recognized courier with guaranteed next-day delivery; or (c) on the date shown on the return or read receipt.

**2.12.20 Cumulative Rights.** The various rights, powers, options, elections and remedies of the Agency and the State provided in the Contract shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the Agency and the State by law and shall in no way affect or impair the right of the Agency or the State to pursue any other contractual, equitable or legal remedy to which the Agency and the State may be entitled. The election by the Agency or the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies. Section 2.12.20 shall survive the termination or expiration of the Contract.

**2.12.21 Severability.** If any provision of the 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 the Contract.

**2.12.22 Time is of the Essence.** Time is of the essence with respect to the Contractor's performance of its obligations under the 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.

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

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

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

**2.12.24 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.

**2.12.25 Records Retention and Access**

**2.12.25.1 Financial and Service Records.** The Contractor shall maintain accurate, current, and complete financial and service records which sufficiently and properly document, substantiate and calculate all fees, charges, reimbursements, and other amounts invoiced, claimed or submitted by the Contractor during the entire term of the Contract (including any extensions or renewals thereof). Contractor shall maintain such records for a period of at least seven (7) years following the date all services have been completed under the Contract, the date of expiration or termination of the Contract, or the 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. Contractor shall maintain all the corresponding financial and service records necessary to document the performance and provision of all services and Deliverables under the Contract and shall maintain a Case File that documents the provision of the contracted services for each Recipient for whom a claim is made. Contractor shall comply with all requirements regarding record keeping set forth in Rule 70.207 of Chapter 70. Upon the request of the Agency, Juvenile Court Services, the Iowa Department of Inspections and Appeals, or the Auditor of State (each a "State Auditing Authority"), Contractor shall permit the requesting State Auditing Authority (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, review, audit, excerpt and transcribe all records (including all records specifically described in this Section 2.12.25.1), books, documents, papers, electronic or optically stored and created records, or other records of the Contractor relating to orders, Invoices, payments, services and Deliverables provided by Contractor, Recipients to whom services were provided, or any other documentation or materials pertaining to the Contract, wherever such records may be located. At the request of the Agency, Contractor shall deliver and provide, at no charge, complete copies of such books, documents and records to the Agency or its designee in such formats and within such time period as may be specified by the Agency in its request. Agency may agree that the foregoing will be satisfied by providing virtual access to all such books, documents and records in a manner acceptable to the Agency. The Contractor shall not impose a charge or seek payment for any fee, charge, or expense associated with any audit or examination or the delivery of such books, documents and records. The Contractor shall require its Contractor Personnel to agree to the same provisions of this section. When state or federal law or the terms of the Contract require compliance with Iowa Code Chapter 34A, 2 CFR Part 200 or any other provisions relating to the proper use of government funds and audit requirements for federal funds, the Contractor shall comply with all such provisions and requirement and shall further comply with the following additional records retention and access requirements:

**2.12.25.1.1** Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of the 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.

**2.12.25.1.2** 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.

**2.12.25.1.3** 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.

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

**2.12.25.2** 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 Recipient; or in the case of a minor patient or Recipient, for a period consistent with that established by Iowa Code § 614.1(9), whichever is greater.

**2.12.26 Audits.**

**2.12.26.1** The Agency may require, at any time and at its sole discretion, that recipients of non-federal and/or federal funds have an audit performed. The Contractor shall submit one (1) copy of the audit report to the Agency within thirty (30) days of its issuance, unless specific exemption is granted in writing by the Agency. The Contractor shall submit with the audit report a copy of the separate letter to management addressing any deficiencies in internal control and/or material findings, if provided by the auditor. The Contractor may be required to comply with other prescribed compliance and review procedures.

**2.12.26.2** The Contractor shall be solely responsible for the cost of any required audit unless otherwise agreed in writing by the Agency.

**2.12.26.3 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 the 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.

**2.12.27 Contract Compliance and On-Site Reviews.** Contractor agrees that upon the Agency's request, the Agency (or its designee) may conduct Contract Compliance Reviews and On-Site Reviews (individually, a "Review" and collectively, "Reviews") at any time during the term of the Contract and after termination or expiration of the Contract. The primary objectives of such reviews include, but are not limited to, the following: (1) to examine and verify contractual, service and financial records, referral

documentation, and Case Files (including documentation of all direct contact with Recipients); and (2) to assess and evaluate the Contractor's compliance with the terms of the Contract, Applicable Law (including Chapter 70 and State and federal laws regarding Confidential Information and Personal Data), and any other requirements, policies and procedures applicable to the Contract and Contractor's compliance therewith. Contractor will permit Agency to conduct On-Site reviews during business hours at the Contractor's location(s) where Recipients are served or receive services. Contractor will permit Agency to conduct Contract Compliance Reviews virtually, and Contractor will ensure that all Contractor and Recipient records will be available to be securely reviewed by the Agency. Agency will provide Contractor with at least ten (10) Business Days' notice in advance of a Review. Contractor agrees it will be subject to and fully cooperate with the Agency or its designee during all Reviews and will comply with the Agency's reasonable requests and any requirements set forth in Chapter 70 regarding Reviews. Contractor will promptly correct any deficiencies identified during a Review and will promptly implement any recommendations requested by the Agency or its designee. Contractor shall not impose any charges or fees in connection with any Review. Section 2.12.27 and Contractor's duties and obligations thereunder shall survive termination or expiration of the Contract.

**2.12.28 Staff Qualifications and Background Investigation.** The Contractor shall be responsible for assuring that all Contractor Personnel and any other Persons acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required under Applicable Law. The Contractor shall provide standards for service providers who are not otherwise licensed, certified, or accredited under Applicable Law. The Agency reserves the right to conduct and/or request the disclosure of criminal history and other background investigation of the Contractor and Contractor Personnel. These background investigations may include but may not be limited to: Child Abuse Registry, Dependent Adult Abuse Registry, Sexual Offender Registry Checks, and DCI/FBI Criminal History Record checks for specific categories of persons who have direct contact with the Agency's clients or provide services for the Agency's clients. By entering into the Contract, the Contractor explicitly authorizes the Agency to conduct background investigations. The Contractor shall fully cooperate with the Agency in obtaining authorization(s) on Agency forms and any required waivers or releases in a timely manner. Based on the results of these background investigations, the Agency may determine, in its sole discretion, to either not enter into a Contract, not extend a Contract, or to terminate the Contract in accordance with the Contract's termination provisions, including Section 2.5.1.7 of the Contract.

**2.12.29 Obligations Beyond Contract Term.** All obligations of the Agency and the Contractor incurred or existing under the Contract as of the date of expiration or termination will survive the expiration or termination of the 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 2.4.4, Offset Against Sums Owed by the Contractor; (3) Section 2.4.5, Withholding; (4) Section 2.4.6, Erroneous Payments and Credits; (5) 2.4.7, Correction/Cure; (6) 2.4.8, Error Correction; (7) Section 2.4.11, Reimbursement; (8) Section 2.4.12, Return of Prepaid Amounts; (9) Section 2.4.13, Failure to Pay Amounts Due; (10) Section 2.5.5, Limitation of the State's Payment Obligations; (11) Section 2.5.6, Contractor's Contract Close-Out Duties; (12) Section 2.6, Indemnification, and all subparts thereof; regardless of the date any potential claim is made or discovered by the Agency or any other Indemnified Party; (13) Section 2.7, Insurance; (14) Section 2.8, Confidentiality Obligation; (15) Section 2.9, Information Security; (16) Section 2.11, Obligations of Contractor Personnel; (17) Section 2.12.9, Use of Third Parties; (18) Section 2.12.10, Choice of Law and Forum; (19) Section 2.12.16, Joint and Several Liability; (20) Section 2.12.20, Cumulative Rights; (21) Section 2.12.24 Successors In Interest; (22) Section 2.12.25, Records Retention and Access; (23) Section 2.12.26, Audits; (24) Section 2.12.27, Contract Compliance and On-Site Reviews; (25) Section 2.12.29, Obligations Beyond Contract Term; (26) Section 2.12.34, Repayment Obligation; (27) Section 2.12.37, Publicity and Use

of Name or Intellectual Property; (28) Section 2.12.43, Attorneys Fees and Expenses; and (29) Section 2.12.45, Unenforceable Terms. Notwithstanding the foregoing list, Contractor's obligations under the Contract which by their nature would continue beyond the termination or expiration of the Contract shall survive termination or expiration of the Contract.

**2.12.30 Counterparts.** The parties agree that the 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 Contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

**2.12.31 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." The term "force majeure" as used in the Contract includes 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, such as acts of God, earthquakes, and similar catastrophic events or causes. 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 Contractor or any Contractor Personnel claims or court orders that restrict Contractor's ability to provide the Deliverables contemplated by the Contract; severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and coronavirus disease (COVID-19), variations or strains thereof, and any prior or subsequent developments related to SARS-CoV-2 or COVID-19 or variations or strains thereof, or any other virus or illness-causing agent; pandemics; epidemics; strikes; labor unrest; supply chain disruptions; Internet outages; viruses; malware, Trojan Horses; worms; cancelbots; denial of service attacks; hacking; intrusions; security breaches; or any other similar item, malicious code or action that might interfere with or adversely affect the Deliverables, any servers, computer hardware, devices or IT infrastructure, or data. If delay results from a Contractor Personnel's or supplier's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contractor unless such Contractor Personnel or supplier is prevented from timely performance by a "force majeure" as defined in the 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 due to the unforeseen events. Dates by which the Contractor's 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.

**2.12.32 Exclusivity.** The Contract is not exclusive. During the term of the Contract, the Agency may obtain similar services from other service providers.

**2.12.33 Publications.** The Contractor shall not publish in any format any final or interim report, document, form, or other material developed as a result of the Contract without the express written consent of the Agency, which Agency may withhold in its sole discretion. Agency may condition its consent upon the right to review and comment upon any publication, impose confidentiality restrictions and limitations, and require that the publication include a statement or credit approved by the Agency,

such as, by way of example and not of limitation, that the publication was created in connection with a contract with the Agency and that it does not necessarily reflect the opinions, findings, and conclusions of the Agency.

**2.12.34 Repayment Obligations.**

**2.12.34.1** If the Agency determines that it has paid or reimbursed Contractor any fees, charges or other amounts claimed, charged, invoiced or requested by Contractor: (1) for which inadequate documentation was provided by Contractor to substantiate the amounts paid by the Agency; or (2) for noncovered services, the Contractor will be liable for such amounts and shall repay such amounts to the Agency. Agency will provide Contractor with a written notice that identifies the claims, the amount of each claim that was either for noncovered services or was inadequately documented or substantiated, and the repayment amount Contractor must pay to the Agency in accordance with this Section 2.12.34.1.

**2.12.34.2** If a State or federal audit takes exception to the Deliverables provided or any expenditures made under the Contract for which State or federal reimbursement has been paid, or if 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 will be liable to the Agency and the State (or any other applicable Governmental Entity, including the United States Department of Justice) for the full amount of any such reimbursement or any claim disallowed (or the amount of funds expended in violation of such laws) and for all related penalties incurred. If the Agency or any federal agency concludes that Contractor has been paid for any cost that is unallowable, unallocable, or unreasonable under the Contract, Contractor will be liable to the Agency and the State for such cost. Agency will provide Contractor with a written notice that identifies the claims, the amounts of the claims that are not adequately documented or substantiated, and the repayment amount Contractor must pay to the Agency in accordance with this Section 2.12.34.2.

**2.12.34.3** The Contractor shall pay to the Agency all repayment amounts (or other amounts) for which the Contractor is liable under Sections 2.12.34.1 or 2.12.34.2 within ten (10) Business Days of receiving the Agency's written notice and demand for repayment. If Contractor fails to timely pay or refund any amounts due the Agency under this Section 2.12.34, the Agency may charge Contractor interest of one percent (1%) per month compounded on the outstanding balance each month after the date payment or refund is due, or the maximum amount allowed by law, whichever is greater. The Agency may, in its sole discretion, elect to apply any amounts due to the Agency under this Section 2.12.34 against any amounts payable by the Agency under the Contract. The requirements of this section shall apply to the Contractor, its affiliates and Contractor Personnel. This Section 2.12.34 and Contractor's duties and obligations hereunder shall survive termination or expiration of the Contract.

**2.12.35 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.

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

**2.12.37 Publicity and Use of Name or Intellectual Property.** During the Term of the Contract and at all times after the termination or expiration of the Contract, Contractor shall not make any media release or other public announcement relating to or referring to the Contract without the Agency's prior written



consent. Contractor shall acquire no right to use, and shall not refer to or use, without the Agency's prior written consent, the terms or existence of the Contract or the names, trade names, trademarks, service marks, artwork, designs, copyrighted materials or other intellectual property of the Agency or the State or any Governmental Entity: (a) in any advertising, publicity, press release, personal list, presentation or promotion; (b) to express or to imply any endorsement of Contractor or Contractor's services by the State; or (c) in any manner other than expressly in accordance with the Contract.

**2.12.38 Taxes.** Contractor shall be responsible for paying any taxes incurred by or assessed against Contractor in connection with its performance of the Contract, and the Agency shall have no liability or responsibility of any kind for the payment of any taxes. The Agency and the State are exempt from Federal excise taxes, State and local sales, use and other taxes, and the State will make no payment for any taxes levied on the Contractor's employees' wages.

**2.12.39 No Minimums Guaranteed.** The Contract does not guarantee: (1) any level or amount of utilization; (2) any minimum level of purchases; or (3) any minimum amount of compensation.

**2.12.40 Conflict of Interest.** The Contractor represents, warrants, and covenants that during the term of the Contract, no relationship exists or will exist 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 the Contract. The Contractor shall establish safeguards to prevent Contractor Personnel, 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. If 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. If 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:

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

**2.12.40.2** 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 of interest; or

**2.12.40.3** 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 or incurred by the Agency as a result of the conflict of interest.

**2.12.41 Certification Regarding Sales and Use Tax.** By executing the 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.

**2.12.42 Sovereign Immunity.** The Agency and the State do not waive sovereign immunity by entering into the Contract and specifically retain and reserve the defense of sovereign immunity and all defenses available to them under State and federal laws, rules and regulations for any claim arising out of or related to the Contract.

**2.12.43 Attorney’s Fees and Expenses.** If the Agency determines that Contractor has breached any of the terms or conditions of the Contract or has failed to satisfy or meet any of its obligations under the Contract, Contractor shall, within thirty (30) Business Days from the date Contractor receives Agency’s written notice or demand, pay to the Agency all costs and expenses (including the reasonable value of time of the Attorney General’s Office and the costs, expenses and attorney fees of other counsel retained by or on behalf of the Agency) incurred by the Agency in enforcing the Contract or any of its rights and remedies with respect thereto. Section 2.12.43 and Contractor’s duties and obligations thereunder shall survive termination or expiration of the Contract.

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

**2.12.45 Unenforceable Terms.** Notwithstanding any terms or conditions set forth in the Contract, or in any amendment, attachment, schedule or exhibit thereto, or in any other document, agreement, or other terms or conditions related to any of the foregoing, Contractor acknowledges and agrees that Agency will not at any time be bound by or subject to any terms, conditions or provisions of any kind: (1) that are contrary to, prohibited by or not authorized by, any laws, rules or regulations applicable to Agency; (ii) that establish or impose any duties or obligations on Agency or any limitations or provisions that are contrary to, prohibited by or not authorized by, any laws, rules or regulations applicable to Agency; (iii) to which Agency does not have express statutory or other legal authority to agree; (iv) that are unenforceable against Agency under Iowa law or any other applicable laws; or (v) that limit the ability of Agency to recover damages or seek any contractual, legal, equitable or other available remedies from or against the Contractor.

## JUDICIAL BRANCH REVIEW (FOR IJB USE ONLY)

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- ☐ Respondent's Proposal is rejected as non-compliant because one of more of the following reasons:
  - ☐ Respondent requested confidentiality without submitting a fully completed Form 22.
  - ☐ Respondent requested confidentiality without presenting its request in the transmittal letter of its Proposal.
  - ☐ Respondent requested confidentiality and failed to conspicuously mark such material as confidential within its Proposal in accordance with the RFP.
  - ☐ Respondent requested confidentiality without submitting a public copy of its Proposal with the confidential information redacted.
  - ☐ Respondent requested confidentiality on material in contravention of the RFP.
  - ☐ Other: \_\_\_\_\_.
- ☐ Respondent's submission is accepted.<sup>1</sup>

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Issuing Officer Signature

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Date

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<sup>1</sup> Agency's acceptance of Respondent's submission should not be construed as Agency's approval of Respondent's request for confidentiality. Instead, acceptance of Respondent's submission simply means that Agency believes Respondent's Form 22 appears fully completed in accordance with the RFP.