



# STATE OF INDIANA

**Request for Services 20-047 – Addendum 1**

**INDIANA DEPARTMENT OF ADMINISTRATION**

**On Behalf Of**

**Indiana Family and Social Services Administration (FSSA),  
Office of Early Childhood and Out-of-School Learning (OECOSL)**

**Solicitation For:**

**Child Care and Development Fund (CCDF) Agreement Centers**

**Response Due Date: February 24, 2020**

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Indiana Department of Administration

Procurement Division

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## **SECTION ONE**

### **GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES**

#### **1.1 INTRODUCTION**

In accordance with Indiana statute, including IC 5-22-9, the Indiana Department of Administration (IDOA), acting on behalf of the Indiana Family and Social Services Administration (FSSA), requires Child Care and Development Fund (CCDF) Agreement Center services for the Office of Early Childhood and Out-of-School Learning (OECOSL). It is the intent of IDOA to solicit responses to this Request for Services (RFS) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This RFS is being posted to the IDOA website (<http://www.IN.gov/idoa/2354.htm>) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFS nor any response (proposal) submitted hereto are to be construed as a legal offer.

#### **1.2 DEFINITIONS AND ABBREVIATIONS**

Following are explanations of terms and abbreviations appearing throughout this RFS. Other special terms may be used in the RFS, but they are more localized and defined where they appear, rather than in the following list.

Award Recommendation	IDOA's summary to the agency being supported, typically in letter format, of the solicitation and suggestion on respondent selection for the purposes of beginning contract negotiations.
IAC	Indiana Administrative Code
IC	Indiana Code
Contract Award	The acceptance of IDOA's Award Recommendation by the agency being supported in conjunction with the public posting of the Award Recommendation.
Full Time Equivalent (FTE)	The State defines FTE as a measurement of an employee's productivity when executing the scope of work in this RFS for a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE
Implementation	The successful implementation of Agreement Center services as specified in the contract resulting from this RFS
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: 1) The judicial branch 2) The legislative branch

	3) A political subdivision (includes towns, cities, local governments, etc.) 4) A State educational institution
Proposal	An offer as defined in IC 5-22-2-17
Respondent	An offeror as defined in IC 5-22-2-18. The State will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the respondent who will be ultimately responsible for performance of the contract
Services	Work to be performed as specified in this RFS
State	The State of Indiana
State Agency	As defined in IC 4-13-1, “State Agency” means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of State government
Vendor	Any entity or person who does business with the State and is registered as same.

### 1.3 PURPOSE OF THE RFS

The purpose of this RFS is to select respondents that can satisfy the State’s need for CCDF Agreement Centers. It is the intent of FSSA to contract with respondents that provide developmentally appropriate early care and education and related services that meet the federal and State regulations for children enrolled in the CCDF voucher program for OECOSL. Through this RFS, OECOSL seeks to increase access to high quality child care and education and On-My-Way Pre-K providers in communities with limited existing options.

### 1.4 SUMMARY SCOPE OF WORK

The CCDF is a federal program that helps low-income families obtain child care so that they may work, attend training, or continue their education. The purpose of CCDF is to increase the availability, affordability, and quality of child care. The CCDF program is administered through the OECOSL within the State of Indiana. CCDF Agreement Centers have met all current State credentialing and/or licensure requirements to become a CCDF eligible provider. All providers who receive an award for CCDF Agreement Centers are required to be rated at least a PTQ Level 2 at the time of award, and are required to increase their PTQ level to at least a PTQ Level 3 by the end of the contract term. Providers that are already a PTQ Level 3 or PTQ Level 4 at the time of award must maintain at least a PTQ Level 3 rating throughout the term of the contract. PTQ Level 3 providers are encouraged, but not required, to increase their PTQ rating to a Level 4 by the end of the contract term and PTQ Level 4 providers are encouraged, but not required, to maintain a PTQ Level 4 rating throughout the contract term. Additionally, CCDF Agreement Centers shall be a

licensed child care center, licensed child care home, or an unlicensed registered child care ministry that meet the CCDF Provider Eligibility Standards (PES) and are encouraged to have a plan to become an On My Way Pre-K provider if they are not one already. Furthermore, CCDF Agreement Centers are required to serve infant and/or toddler aged children.

Under this RFS, the State is looking to award contracts to multiple child care providers to become CCDF Agreement Centers across the three (3) CCDF Policy Consultant regions (see Attachment I Bidder's Library for a map of the CCDF Policy Consultant regions). Vendors shall support the RFS objectives of increasing access and quality of child care services, especially for underrepresented populations including infants and toddlers and in communities where there are limited options for high quality child care. Vendors shall meet all CCDF, federal, and State requirements. In addition to providing services that promote the nutrition, health, learning, and development of children, CCDF Agreement Centers will work closely with CCDF Intake Agents and the OECOSL TA Vendor to serve CCDF eligible families and support other child care providers in increasing the quality of their facilities. Vendors shall also perform administrative responsibilities, such as adhering to any new reporting requests and attending all State mandated trainings. A comprehensive Scope of Work for this RFS is located in Attachment F Scope of Work.

Because federal funds may be associated with the CCDF Agreement Center awarded as a result of this RFS, any vendor responding should be familiar with the federal rules regarding contractor suspension, disbarment and exclusion. Before awarding a contract, the State will review the performance and integrity information available from the System for Award Management (SAM) Exclusions.

## 1.5 RFS OUTLINE

The outline of this RFS document is described below:

Section	Description
Section 1 – General Information and Requested Products or Services	This section provides an overview of the RFS, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this RFS
Section 2 – Proposal Preparation Instruction	This section provides instructions on the format and content of the RFS including a Letter of Transmittal, Business Proposal, and a Technical Proposal.
Section 3 – Proposal Evaluation Criteria	This sections discusses the evaluation criteria to be used to evaluate respondents' proposals
Attachment A	Sample Contract
Attachment B	Business Proposal Template
Attachment C	Technical Proposal Template
Attachment D	Q&A Template

Attachment E	Reference Check Form
Attachment F	Scope of Work
Attachment G	CCDF Agreement Center / CCDF Intake Agent MOU
Attachment H	Intent to Respond
Attachment I	Bidders' Library
Attachment J	RFS Checklist

## 1.6 RFS INFORMATION AND Q&A SESSION

An RFS information and question and answer session will be held on the date and time specified in the RFS Timetable in Section 1.24 Summary of Milestones. During this session, potential respondents may submit questions about the RFS and the RFS process via web conference. Respondents are reminded that no answers issued verbally during the session are binding on the State and any information provided during the session, unless it is later issued in writing, also is not binding on the State. The webinar can be accessed at this link: <https://Indiana.AdobeConnect.com/oecosl>. All applicants should sign in as a guest using their name. The webinar audio will be part of the online program, so webinar participants will need to use speakers or headphones to hear the presentation.

## 1.7 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFS must be submitted by the date and time outlined in Section 1.24 Summary of Milestones. Questions/Inquiries may be submitted in Attachment D, Q&A Template, via email to [rfp@idoa.IN.gov](mailto:rfp@idoa.IN.gov) and must be received by the time and date indicated above.

The subject line of the email submissions must clearly state the following:  
**“RFS 20-047 Questions/Inquiries – [INSERT COMPANY NAME]”.**

Following the question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the RFS timetable established in Section 1.24. The question/inquiry and answer link will become active after responses to all questions have been compiled. Only answers posted on the IDOA website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Inquiries are not to be directed to any staff member of FSSA or any other participating agency. Such action may disqualify Respondent from further consideration for a contract resulting from this RFS.

If it becomes necessary to revise any part of this RFS, or if additional information is necessary for a clearer interpretation of provisions of this RFS prior to the due date for proposals, an addendum will be posted on the IDOA website. If such addenda issuance is necessary, the Procurement

Division may extend the due date and time of proposals to accommodate such additional information requirements, if required.

## 1.8 DUE DATE FOR PROPOSALS

All proposals must be received at the address below by the Procurement Division no later than the date and time outlined in Section 1.24 Summary of Milestones. Each Respondent must submit **one (1) original CD-ROM / USB Thumb Drive (marked "Original") and one (1) copy on CD-ROM / USB Thumb Drive** of the proposal, including the Transmittal Letter and other related documentation as required in this RFS. The **original** CD-ROM / USB Thumb Drive will be considered the official response in evaluating responses for scoring and protest resolution. **The respondent's proposal response on this CD-ROM / USB Thumb Drive may be posted on the IDOA website, (<http://www.in.gov/idoa/2462.htm>) if recommended for selection.** Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Teresa Deaton-Reese  
[tdeaton@idoa.in.gov](mailto:tdeaton@idoa.in.gov)  
Indiana Department of Administration  
Procurement Division  
402 West Washington Street, Room W468  
Indianapolis, IN 46204

### **If you hand-deliver solicitation responses:**

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 10 N. Senate Avenue (East side of building). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

**If you ship or mail solicitation responses:** United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to the Procurement Division. It is the responsibility of the Respondent to make sure that solicitation responses are received by the Procurement Division at the Department of Administration's reception desk on or before the designated time and date. Late submissions will not be accepted. The Department of Administration, Procurement Division clock is the official time for all solicitation submissions.

Regardless of delivery method, all proposal packages must be **sealed** and clearly marked with the RFS number, due date, and time due. IDOA will not accept any unsealed bids. Any proposal received by the Department of Administration, Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per Respondent may be submitted. However, the proposal may contain multiple CCDF Agreement Center locations per Respondent.



The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

#### 1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFS may only be made in the manner and format consistent with the submittal of the original response, acceptable to IDOA and clearly identified as a modification.

The Respondent's authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before the Procurement Division will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered.

#### 1.10 PRICING

Payments for CCDF Agreement Centers are based on established county CCDF child care reimbursement rates for the actual time and attendance of the child in each Awarded CCDF Slot. No cost proposal is necessary for this RFS. More information on pricing can be found in Attachment F Scope of Work.

#### 1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT AND PROVIDER AGREEMENT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. The State will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

The Procurement Division will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A sample contract (Attachment A) and sample CCDF Agreement Center / CCDF Intake Agent MOU (Attachment G) are provided with this RFS. Any requested changes to the sample contract (Attachment A) must be submitted with your response (See Section 2.3.5 for details). The State reserves the right to reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

Attachment G sample CCDF Agreement Center / CCDF Intake Agent MOU is a general template and subject to change. All clauses are mandatory and the State will not accept any change requests to the MOU.

#### 1.12 RESERVED

#### 1.13 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal. Site visits, if required will be discussed in the technical proposal.

#### 1.14 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with multiple Respondents to fulfill the requirements in this RFS.

The term of the contract shall be for a period of two (2) years from the date of contract execution. There may be three (3) one-year renewals for a total of five (5) years at the State's option.

#### 1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFS file will be posted on the IDOA website and may be viewed and copied by any member of the public, including news agencies and competitors. The responses are deemed to be "public records" unless a specific provision of IC 5-14-3 protects it from disclosure. Respondents claiming a statutory exception to the APRA **must indicate so in the Transmittal Letter** which specific provision applies to which specific part of the response. Confidential Information must also be clearly marked in a separate folder on any included CD-ROM / USB Thumb Drive. Please note citing "Confidential" on an entire section is not sufficient. The Public Access Counselor (PAC) provides guidance on APRA. Respondents are encouraged to read guidance from the PAC on this topic as this is the guidance IDOA follows:

- [18-INF-06; Redaction of Public Procurement Documents Informal Inquiry](#)

If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. The State also reserves the right to seek the opinion of the PAC for guidance if the State has doubts the cited exception is applicable.

#### 1.16 TAXES

Proposals should not include any tax from which the State is exempt.

#### 1.17 PROCUREMENT DIVISION REGISTRATION

In order to receive an award, you must be registered as a bidder with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the award all Respondents are strongly encouraged to register prior to submission of their response. Respondents should go to [www.in.gov/idoa/2464.htm](http://www.in.gov/idoa/2464.htm).

#### 1.18 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana  
Corporation Division  
402 West Washington Street, E018  
Indianapolis, IN 46204  
(317) 232-6576  
[www.in.gov/sos](http://www.in.gov/sos)

#### 1.19 COMPLIANCE CERTIFICATION

Responses to this RFS serve as a representation that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

#### 1.20 RESERVED

#### 1.21 RESERVED

#### 1.22 RESERVED

#### 1.23 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

#### 1.24 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFS process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

***Key RFS Dates***

Activity	Date
Issue of RFS	November 25, 2019
RFS Information and Q&A Session	December 4, 2019 at 1:00 PM Eastern Time
Deadline to Submit Written Questions	December 5, 2019 by 3:00 PM Eastern Time
Deadline to Submit Intent to Respond (optional)	December 5, 2019 by 3:00 PM Eastern Time
Response to Written Questions/RFS Amendments	December 12, 2019
Submission of Proposals	February 24, 2020 by 3:00 PM Eastern Time
Submission of Reference Check Forms to State	March 9, 2020 by 3:00 PM Eastern Time
<b><i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i></b>	
Proposal Evaluation	February 2020 – April 2020
Proposal Discussions/Clarifications (if necessary)	April 2020 – May 2020
Oral Presentations (if necessary)	April 2020 – May 2020
RFS Award Recommendation	May 2020

1.25 RESERVED

1.26 CONFLICT OF INTEREST

Any person, firm or entity that assisted with and/or participated in the preparation of this RFS document is prohibited from submitting a proposal to this specific RFS. For the purposes of this RFS “person” means a State officer, employee, special State appointee, or any individual or entity working with or advising the State or involved in the preparation of this RFS proposal. This prohibition would also apply to an entity who hires, within a one-year period prior to the publication of this RFS, a person that assisted with and/or participated in the preparation of this RFS.

1.27 PROCUREMENT PROTEST POLICY

The State’s procurement protest policy can be found in the State’s [Procurement Protest Policy](#). Per the policy, there are two periods of protest allowable for the RFS:

- Specifications Protest - written letter of protest regarding inadequate, unduly restrictive, or ambiguous requirements or specifications must be received by IDOA by the close of business not less than ten (10) business days (as defined by the State work calendar) prior to the proposal due date.

- Award Recommendation Letter Protest - written letter of protest regarding the procurement methods and/or procedures used during the procurement process must be received by IDOA by the close of business within five (5) business days (as defined by the State work calendar) after the date of the Award Recommendation Letter.

Additional details as to the required content in the letter and the steps involved in a protest can be found in the [Procurement Protest Policy](#).

## SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

### 2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The electronic copies of the proposal submitted via CD-ROM / USB Thumb Drive should be organized to mirror the sections below and the attachments.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, etc., must be separate standalone electronic files on the CD-ROM / USB Thumb Drive. Please do not submit your proposal as one large file.
- Whenever possible, please submit all attachments in their original format.
- Confidential Information must also be clearly marked in a separate folder/file on any included CD-ROM / USB Thumb Drive.

### 2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

#### 2.2.1 Agreement with Requirement listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1.

#### 2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section 2.4 of this RFS. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFS including, but not limited to, the State's mandatory contract and MOU clauses.

#### 2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal Letter. **In the Transmittal Letter, please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-**

**mail address, if that contact is different than the individual authorized for signature.**

#### 2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor/respondent addresses.

#### 2.2.5 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 et seq. (see section 1.15).

Provide the following information:

- List all documents, or sections of documents, for which statutory exemption to the APRA is being claimed;
- Specify which statutory exception of APRA applies for each document, or section of the document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document or section of the document.
- Provide a separate redacted (for public release) version of the document.

#### 2.2.6 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

### 2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional." **The Business Proposal Template is Attachment B.**

#### 2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFS.

#### 2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which

the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

### 2.3.3 Company Financial Information

This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include: most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFS. That additional information should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFS.

### 2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

### 2.3.5 Contract Terms/Clauses, Provider Agreement, and Memorandum of Understanding

A sample contract (Attachment A) and sample CCDF Agreement Center / CCDF Intake Agent MOU (Attachment G) are provided with this RFS. All clauses in the Attachment G CCDF Agreement Center / CCDF Intake Agent MOU are mandatory and are non-negotiable. Mandatory clauses in the sample contract (Attachment A) are listed below and are non-negotiable. It is the State's expectation that the final contract and MOU will be substantially similar to the Attachment A sample contract and the Attachment G sample MOU provided.

In your Transmittal Letter please indicate acceptance of these mandatory contract (Attachment A) terms (see section 2.2.2) and the sample MOU (Attachment G). In this section please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses in the sample contract (Attachment A). If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to



address issues raised by the specific clause. If you require additional contract terms please include them in this section. To reiterate it's the State's strong desire to not deviate from the contract provided in Attachment A and as such the State reserves the right to reject any and all of these requested changes.

The mandatory contract terms (Attachment A) are as follows:

- Duties of Contractor, Rate of Pay, and Term of Contract
- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Provision and Certification
- Employment Eligibility
- Funding Cancellation
- Governing Laws
- Indemnification
- Information Technology
- Non-Discrimination Clause
- Ownership of Documents and Materials
- Payments
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

Any or all portions of this RFS and any or all portions of the Respondents response may be incorporated as part of the final contract.

#### 2.3.6 References

The State requests two (2) references from Respondents for this RFS. Reference information is captured on Attachment E. Respondent should complete the reference information portion of Attachment E, which includes the name and address of the reference and the name, title, and phone/fax numbers of a person from the reference who may be contacted for further information if the State elects to do so. The rest of Attachment E should be completed by the reference and either **mailed or emailed DIRECTLY** to the State. The State should receive one (1) copy of Attachment E from each of the two (2) references. Attachment E should be submitted to [idoareferences@idoa.in.gov](mailto:idoareferences@idoa.in.gov) or mailed to the address listed in section 1.8 of the RFS. Attachment E should be submitted no more than ten (10) business days after the proposal submission due date listed in Section 1.24 of the RFS. Please provide the customer information for each reference.

#### 2.3.7 Registration to do Business

##### Secretary of State

If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable

to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

Department of Administration, Procurement Division

Additionally, respondents must be registered with the IDOA. This can be accomplished on-line at <http://www.in.gov/idoa/2464.htm>.

The IDOA Procurement Division maintains two databases of vendor information. The Bidder registration database is set up for vendors to register if you are interested in selling a product or service to the State of Indiana. Respondents may register on-line at no cost to become a Bidder with the State of Indiana. To complete the on-line Bidder registration, go to <http://www.in.gov/idoa/2464.htm>. The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents do need to be registered to bid on and receive email notifications. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and locations(s) within the State that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database. To receive an award, you must be registered as a bidder. Problems or questions concerning the registration process or the registration form can be e-mailed to Amey Redding, Vendor Registration Coordinator, [aredding@idoa.in.gov](mailto:aredding@idoa.in.gov), or you may reach her by phone at (317) 234-3542.

#### 2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

#### 2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFS, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify any subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFS or in completing the commitments documented in the proposal.

#### 2.3.10 Reserved

#### 2.3.11 General Information

Each Respondent must enter your company's general information including contact information.

#### 2.3.12 Experience Serving State Governments

Each Respondent is asked to please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

#### 2.3.13 Experience Serving Similar Clients

Each Respondent is asked to please describe your company's experience in serving clients of a similar size to the State that also had a similar scope. Please provide specific clients and detailed examples.

#### 2.3.14 Reserved

#### 2.3.15 Reserved

### 2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFS language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material.

The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State. **The Technical Proposal Template is Attachment C.**

Please note that the Attachment C Technical Proposal Template is split into two parts, the “I. Respondent Specific Questions” section followed by the “II. Proposed CCDF Agreement Center Specific Questions” section. Respondents may propose multiple CCDF Agreement Centers, both within the same CCDF region and across separate regions. Respondents choosing to propose multiple CCDF Agreement Centers must submit one completed “I. Respondent Specific Questions” section of the Technical Proposal and a completed “II. Proposed CCDF Agreement Center Specific Question” for each of the proposed CCDF Agreement Centers. Additionally, please note that the “II. Proposed CCDF Agreement Center Specific Questions” section has a Part A and Part B. Both parts must be completed for each CCDF Agreement Center included in the proposal. Part A is used to collect information about the CCDF Agreement Center. Part B requests narrative responses to different service requirements.

## 2.5 COST PROPOSAL

No cost proposal is required for this RFS.

## 2.6 RESERVED

## 2.7 RESERVED

## **SECTION THREE PROPOSAL EVALUATION**

### **3.1 PROPOSAL EVALUATION PROCEDURE**

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFS requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2 Each proposed CCDF Agreement Center within a proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.
- 3.1.3 Based on the results of this evaluation, the qualifying proposals determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA and FSSA for further action, such as contract negotiations. If, however, IDOA and FSSA decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent(s), IDOA may begin contract preparation with the other qualified Respondent or determine that no such alternate proposal exists.

### **3.2 EVALUATION CRITERIA**

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFS. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 100). For further information, please reference Section 3.2.2 below. If any one or more of the listed criteria on which the responses to this RFS will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

***Summary of Evaluation Criteria:***

<b>Criteria</b>	<b>Points</b>
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business Proposal and Technical Proposal)	<b>100 available points</b>
<b>Total</b>	<b>100</b>

All proposed CCDF Agreement Centers within the proposals will be evaluated using the following approach.

Step 1

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 2 ONLY. This scoring will have a maximum possible score of 100 points. Each proposed CCDF Agreement Center included in a proposal will be scored separately. All proposals will be ranked on the basis of their combined scores for Criteria 2 ONLY. This ranking may be used to create a “short list”. Any proposal not making the “short list” will not be considered for any further evaluation. **CCDF Agreement Centers will be evaluated and ranked by CCDF Policy Consultant region.** It is possible that a respondent is awarded some, but not all, of the CCDF Agreement Centers included in a proposal.

As part of Criteria 2, the Business Proposal and Technical Proposal will be evaluated. Please note that only the narrative sections of the Technical Proposal will be scored for each proposed CCDF Agreement Center. Specifically, the “I. Respondent Specific Questions” responses and Part B of the “II. Proposed CCDF Agreement Center Specific Questions” will be scored. Part A of the “II. CCDF Proposed Agreement Center Specific Questions” is used to collect information about the CCDF Agreement Center and will not be scored.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc. Step 2 may include additional “short lists”.

If the State conducts additional rounds of discussions which lead to a change in the technical proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

- 3.2.1 Adherence to Requirements – Pass/Fail  
Respondents passing this category move to Step 2 and proposal for each CCDF Agreement Center is evaluated for Management Assessment/Quality.

**The following category cannot exceed 100 points.**

- 3.2.2 Management Assessment/Quality  
**100** available points
- 3.2.3 Reserved
- 3.2.4 Reserved
- 3.2.5 Reserved
- 3.2.6 Reserved
- 3.2.7 Reserved

The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which CCDF Agreement Center(s) within which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final.