

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	Labor Research, Surveying and Data Collection for Laborshed Studies		RFP Number:	309MD16701
Agency:	Iowa Workforce Development			
State seeks to purchase:	Labor Research, Surveying and Data Collection for Laborshed Studies	Available to Political Subdivisions?	No	
Number of mos. or yrs. of the initial term of the contract:	1	Number of possible annual extensions:	5	
Initial Contract term beginning:	Date: September 1, 2020	Ending:	Date: August 31, 2021	
State Issuing Officer:				
Name: Michael Drottz				
Phone: 515-725-4157 Email: Michael.Drottz@iwd.iowa.gov				
Mailing Address: 1000 East Grand Avenue, Des Moines, IA 50309				
PROCUREMENT TIMETABLE—Event or Action:			Date/Time (Central Time):	
State Posts Notice of RFP on TSB website			Date/Time June 25, 2020 2:00pm CST	
State Issues RFP			Date/Time June 29, 2020 2:00 pm CST	
RFP written questions, requests for clarification, and suggested changes from Respondents due:			Date: July 24, 2020	
Agency's written response to RFP questions, requests for clarifications and suggested changes due:			Date: July 31, 2020	
Proposals Due Date:			Date: August 7, 2020	
Proposals Due Time:			Time: 2:00 pm CST	
Anticipated Date to issue Notice of Intent to Award:			Date: August 17, 2020	
Anticipated Date to execute contract:			Date: September 1, 2020	
Relevant Websites:	Web-address: www.iowalmi.gov/laborshed			
Internet website where Addenda to this RFP will be posted:	http://bidopportunities.iowa.gov/			
Internet website where contract terms and conditions are posted:	https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf			
Number of Copies of Proposals Required to be Submitted:			1 Original, 1 USB Drive, & 5 Copies	
Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm:			Days 120	

SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 5 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.2 Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:

“Agency” means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

“Contract” means the contract(s) entered into with the successful Respondent(s) as described in Section 7.1.

“Contractor” means the successful Respondent to this RFP.

“General Terms and Conditions” means the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

“Proposal” means the Respondent’s proposal submitted in response to the RFP.

“Respondent” means a vendor submitting a Proposal in response to this RFP.

“Responsible Respondent” means a Respondent that has the capability 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 and the best interest of the Agency and the State.

“Responsive Proposal” means a Proposal that complies 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, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

“Laborshed” means an area or region from which an employment center draws its commuting workers. It shows the distribution of these workers regardless of political boundaries. Laborshed studies are supply-side, labor availability studies. They provide community leaders, economic developers, site selectors and existing or prospective employers a flexible tool for understanding the workforce characteristics of their local labor market.

“Laborshed Area” means an area from which an employment center draws its workers. It is based on commuting patterns into an identified employment center. The Laborshed Area is defined by ZIP Codes within the commuting area. These ZIP Codes will be in the State of Iowa and contiguous states.

“Campaign” means single or multiple Laborshed Area requests sent to the Contractor by the Agency which defines the quota of surveys required for each ZIP Code in the Laborshed Area of adult residents, ages 18 to 64, in the State of Iowa and its contiguous states.

“Representative Sample” means a random selection with no known bias, influences, or exclusions that may otherwise be inherent in a procurement source.

“Phone Number List” means a dual-frame representative sample of phone numbers which includes both landline and cellphone numbers for individuals living within the ZIP Codes provided by the Agency.

“Completed Interview” means for the interview to be considered valid or complete, 75% or more of the questions are answered from the questionnaire provided by Agency.

1.3 Overview of the RFP Process

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of 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 in hardcopy and on USB Drive. It is the Agency’s intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 6, Evaluation and Selection.

1.4 Background Information

The State of Iowa, through Iowa Workforce Development, is soliciting proposals from qualified market research companies with experience in complex data collection and surveying.

The primary purpose for this solicitation is obtain current and accurate labor force information for multiple Laborshed area across the State of Iowa.

SECTION 2 ADMINISTRATIVE INFORMATION
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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. 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.

2.3 Downloading the RFP from the Internet

The RFP document and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/>. 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.

2.4 Procurement Timetable

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency 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. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions received from Respondents on before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

The Agency 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

The Agency 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 the Agency issues an addendum after the due date for receipt of Proposals, the Agency 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 the Proposal at the Issuing Officer's address identified on the RFP cover sheet before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent.** Respondents sending Proposals must allow ample mail delivery time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal. Electronic mail and faxed Proposals will not be accepted.

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

2.9 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. *See Iowa Code Section 72.3.* 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

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. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

2.12 Rejection of Proposals

The Agency may reject outright and not evaluate a Proposal for reasons including, without limitation:

- 2.12.1 The Respondent fails to deliver the Cost Proposal in a separate envelope.
- 2.12.2 The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3 The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- 2.12.4 The Respondent's Proposal limits the rights of the Agency.
- 2.12.5 The Respondent 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.
- 2.12.6 The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7 The Respondent fails to include Proposal Security, if required.
- 2.12.8 The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9 The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10 The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.11 The Respondent provides misleading or inaccurate responses.
- 2.12.12 The Respondent's Proposal is materially unbalanced.
- 2.12.13 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.
- 2.12.14 The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

2.13 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency 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 the Agency.

2.14 Reference Checks

The Agency 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.

2.15 Information from Other Sources

The Agency 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.

2.16 Verification of Proposal Contents

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

2.17 Proposal Clarification Process

The Agency 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. The Agency 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 the Agency. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.18 Disposition of Proposals

All Proposals become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.19 Public Records and Requests for Confidential Treatment

The Agency'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. The Agency 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 **AND the information is confidential under Iowa or other applicable law.**

2.20 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 BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

2.21 Copyright Permission

By submitting a Proposal, the Respondent agrees that the Agency may 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 copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.22 Release of Claims

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the RFP or concerning the Agency's failure, negligent or otherwise, to provide the Respondent with pertinent information in this RFP.

2.23 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 6 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

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 Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.

2.25 No Contract Rights until Execution

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 the Agency.

2.26 Choice of Law and Forum

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.27 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 Post Solicitation Debriefing

A debriefing is available to any Respondent who submitted a proposal in response to this RFP. Respondent shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Respondents will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of debriefing request.

2.29 Appeals

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Respondent.

SECTION 3 FORM AND CONTENT OF PROPOSALS

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 The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelope. The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

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RFP Title: Labor Research, Surveying and Data Collection for Laborsheds
Michael Drottz
Iowa Workforce Development
1000 East Grand Avenue
Des Moines, IA 50319-0209

The Agency shall not be responsible for misdirected packages or premature opening of Proposals if a Proposal is not properly labeled.

3.1.2 1 Original, 1 USB Drive, & 5 Copies of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

Technical Proposal Envelope Contents
Original Technical Proposal and copies
Public Copy (if submitted)
Technical Proposal on USB Drive
Electronic Public Copy on same USB Drive (if submitted)

Cost Proposal Envelope Contents
Original Cost Proposal
Cost Proposal on USB Drive

3.1.3 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".

3.1.4 Proposals shall not contain promotional or display materials.

3.1.5 Attachments shall be referenced in the Proposal.

- 3.1.6** If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

3.2 Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below. Items listed in Section 3.2 will be considered in the evaluation and scoring of the Technical Proposals:

Exhibit 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.

Exhibit 2 - 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:

- 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.
- An overview of the Respondent's plans for complying with the specifications of this RFP.
- Any other summary information the Respondent deems to be pertinent.

Exhibit 3 - Firm Proposal Terms

The Respondent shall guarantee in writing the services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 120 days following the deadline for submitting Proposals.

Exhibit 4 - Contractor Background Information

The Respondent shall provide the following general background information:

- Does your state have a preference for instate Contractors? Yes, or No. If yes, please include the details of the preference.
- Name, address, telephone number, toll free telephone for technical support, 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.
- Form of business entity, i.e., corporation, partnership, proprietorship, or LLC.
- Copy of W-9.
- State of incorporation, state of formation, or state of organization.
- 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.
- Number of employees.
- Type of business.
- Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 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 services the subcontractor would perform.
- Respondent's accounting firm.
- Awarded Contractor will be required to register to do business in Iowa before payments can be made.

- For Contractor registration documents, go to:
http://das.gse.iowa.gov/procurement/vendor_reg.html

Exhibit 5 - Experience

The Respondent must provide the following information regarding its experience:

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

Exhibit 6 - Termination, Litigation, and Debarment

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

- Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 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 dollar amount of damages, penalties and settlement payments.
- 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.
- 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.
- 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 the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.

Exhibit 7 - Acceptance of Terms and Conditions

The Respondent shall specifically agree that by submitting the Proposal, the Respondent is accepting all terms and conditions stated in the RFP. However, if the Respondent objects to any term or condition, the Respondent must specifically refer to the RFP page and section number and provide the reason for the objection. Objections or responses that materially alter the RFP may be deemed non-responsive and result in rejection of the Proposal.

Exhibit 8 - 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.

Exhibit 9 - 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 the Agency.

Exhibit 10 - Mandatory Technical Requirements

The Respondent shall answer whether or not it will comply with each requirement in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific requirement so indicates, Respondent shall explain how it will comply with the requirement. Merely repeating the Section 4.1 requirements may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the requirements of the RFP or requirements the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the requirement(s) of this section, the Agency may reject the Proposal

Exhibit 11 – Phone List

The Respondent shall provide detailed information on Phone Number List as required in Section 4.2.1.

Exhibit 12 - Implementation Plan and Time Table

Describe recommended implementation strategy and how it meets the requirements in Section 4.2.2, based on weekly milestones (not dates).

Exhibit 13 – Third Party Vendors

Identify any third party vendors or subcontractors the Respondent will use in the labor research, surveying and data collection of Laborshed Areas and describe these relationships as required in Section 4.2.3.

Exhibit 14 – Multi Language Interviews

Describe how multi language interviews are conducted and what language as required in Section 4.2.4.

Exhibit 15 – Optional Services

Provide detailed information for any optional items that may be available. (Include costs for these items in the Cost Proposal) as required in Section 4.2.5.

Exhibit 16 – Member of AAPOR

The Respondent shall indicate whether they are a member of the American Association for Public Opinion Research as required in Section 4.2.6.

3.3 Cost Proposal

The Respondent shall provide its cost proposal in a separately sealed envelope for the proposed services. See Attachment # 5. All prices are quoted pursuant to the terms and conditions of this RFP. Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars for the proposed services. Cost proposals must include the following:

- Provide any one time and recurring costs to provide this service
- Any other costs associated with proposed program.
- Pricing for options.

3.3.1 Payment Terms

In the event that the Contractor would require payment from the State;
Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice
submitted by a Respondent.

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

SECTION 4 SPECIFICATIONS AND TECHNICAL REQUIREMENT
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Overview

The Respondent shall address each requirement in this Section and indicate whether or not it will comply with the requirement. 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 requirement. Proposals must address each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the requirements of this RFP or requirements the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the requirement(s) of this section, the Agency may reject the Proposal.

Roles of the Agency

- Agency will supply the questionnaire which is copyrighted and consists of multiple choice, multiple response, yes/no, and verbatim answers. Average length of phone interview is approximately 12 minutes.
- Agency will supply the list of ZIP codes within the specific Laborshed Areas where phone interviews are to be conducted of adult residents, ages 18-64, along with the number of interviews to be conducted per residential ZIP Code.
- Agency will supply the list of ZIP codes within the statewide campaign area where phone interviews are to be conducted of adult residents, ages 18-64, along with the number of interviews to be conducted per residential ZIP Code.
- Agency will receive completed interviews from Contractor through a secure FTP site.
- Agency will clean and code received interview data and work with Contractor as needed to verify data and ensure accuracy.

There are two types of requirements addressed in these specifications:

- **Mandatory (pass/fail) Requirements:** A Respondent must be able to satisfy all these requirements.
- **Scored Requirements:** Proposals which pass the Mandatory Requirements review will be reviewed by the evaluation committee and scored in accordance with the evaluation criteria described in Section 5. Compliance with the Scored Requirements is also mandatory.

4.1 Mandatory (Pass/Fail) Technical Requirements

All items listed in this section are Mandatory Requirements. A pass/fail evaluation will be utilized for these requirements. Respondent must indicate either “yes” or “no” to each requirement in their Proposals and provide an explanation as to how the requirement is met. By indicating “yes” a Contractor agrees that it shall comply with that requirement throughout the full term of the Contract, if the Respondent is successful. In addition, if specified by the requirements or if the context otherwise requires, the Respondent shall provide references and/or supportive materials to verify the Respondent’s compliance with the requirement. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate that the Respondent will be able to comply with the Mandatory Requirements. If the Agency determines the responses and supportive materials do not demonstrate the Respondent will be able to comply with the Mandatory Requirements, the Agency may reject the Proposal.

4.1.1 Data Collection

- 4.1.1.1** Contractor shall conduct a survey of adult residents, ages 18-64, in the State of Iowa and its contiguous states, by a concentration of phone interviews into specific Laborshed Areas (see Attachment 7).
- 4.1.1.2** Contractor shall conduct a quarterly rolling statewide campaign of phone interviews of residents, ages 18-64, in the State of Iowa, (see Attachment 8).
- 4.1.1.3** Contractor shall complete the assigned number of phone interviews per ZIP code, of residents ages 18-64, for each Campaign. (see Attachment 7 - Column I).
- 4.1.1.4** Contractor shall complete the assigned number of phone interviews per ZIP code, of residents ages 18-64, per quarter, for a rolling statewide campaign. (see Attachment 8 Columns C - H).
- 4.1.1.5** Contractor shall be responsible for obtaining a dual-frame Phone Number List needed to complete interviews. Phone Number Listing will include both landline and cellphone numbers for individuals living within ZIP Codes provided by the Agency.
- 4.1.1.6** Contractor will ensure that completed interviews are conducted over different days of the week and different times of the day to maximize response rates as follows: 9:00 AM to 9:00 PM Monday through Saturday. For surveys completed Monday through Friday, 25% of completed surveys need to occur between 9:00 AM and 3:00 PM, 75% of completed surveys need to occur between 3:00 PM to 9:00 PM and distributed evenly on Saturdays between 9:00 AM through 9:00 PM.
- 4.1.1.7** Contractor will ensure that multiple campaigns and quarterly rolling statewide campaigns can be conducted concurrently.
- 4.1.1.8** Contractor shall complete at least 70% of phone interviews into specific Laborshed Areas (including ZIP codes in Iowa and contiguous states) and statewide Campaign via cellphone.
- 4.1.1.9** Contractor shall provide delivery schedule per Campaign to the Agency and communicate any delays and/or extensions.
- 4.1.1.10** Contractor shall review and ensure the accuracy and proper formatting of the data in all completed interviews that have been collected.
- 4.1.1.11** Contractor shall provide the completed interview data to the Agency electronically in an Excel spreadsheet so that it can be imported into IBM SPSS software (See Attachment 9 – Sample Excel Data).
- 4.1.1.12** Contractor shall upload Excel spreadsheet to an SFTP site for secure submission of the data to the Agency.

- 4.1.1.13** The Contractor shall work with the Agency to verify data and ensure accuracy, as needed.
- 4.1.1.14** Contractor shall allow Agency to add, subtract and modify questionnaire as needed per Campaign when requested.
- 4.1.1.15** Contractor shall provide a professional service representatives assigned to the Agency's projects.
- 4.1.1.16** The Contractor shall also maintain a toll-free telephone number for adult residents of the State of Iowa and its bordering states to call in order to participate in interviews.
- 4.1.1.17** Contractor shall provide a full list of call dispositions quarterly to allow for response rate calculation as recommended by the American Association for Public Opinion Research (AAPOR).

4.2 Scored Requirements

4.2.1 Phone Number Lists

Provide detailed information regarding Phone Number List. Be specific with regard to the following:

- Name of phone list providers.
- Describe how your organization assures a representative sampling as defined in Section 1.2.
- Describe if representative sampling can be targeted by specific ZIP Codes, age range or other demographics.

4.2.2 Implementation Plan and Timetable

The Respondent shall describe the timetable and specific tasks involved to begin operations. Include a detailed implementation plan and business plan or timeline. Be specific with regard to the following:

- Amount of time needed for implementing the new program.
- Amount of time expected to complete a Campaign.
- Amount of time expected to complete a quarterly rolling statewide campaign.
- Recommended activities/tasks and timing.
- Responsibilities of the Respondent and State staff

4.2.3 Third Party Vendors

The Respondent will identify any third party vendors or subcontractors when conducting labor research, surveying and data collection for Laborshed Areas

4.2.4 Multi language Interviews

The Respondent shall describe in detail how interviews are conducted when the person being interviewed speaks another language, such as Spanish, rather than English.

4.2.5 Optional Services

Provide detailed information for any optional multimodal data collection services that may be available. (Include costs for these items in the Cost Proposal).

4.2.6 Member of AAPOR

The Respondent shall indicate whether they are a member of the American Association for Public Opinion Research.

SECTION 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 benefit to the State. Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award the Contract whose Responsive Proposal the Agency believes will provide the best value to the State.

5.2 Evaluation Committee

The Agency intends to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review and evaluate the Proposals.

5.3 Overview of Evaluation

All Technical Proposals will be first evaluated to determine if they comply with the Mandatory Requirements and Scored Requirements described in Sections 4.1 and 4.2 and meet the minimum score as provided in this section. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Contractors in accordance with these sections. To be deemed a Responsible Contractor and a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 4.1 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Requirements in that section; and
- Obtain a minimum score of 105 for the Content and Technical Criteria.

After the Technical Proposals are scored, the evaluation committee will open and score the Cost Proposals.

5.4 Evaluation Criteria

Evaluation of Proposals will be based on the following criteria, which are not listed in any particular order of importance. Maximum score possible: 200

5.4.1 Content and Technical Criteria

1. Experience and demonstrated ability to perform services offered in this proposal.
2. Contractor’s compliance to terms and conditions of this RFP.
3. Response to Specifications and Technical Requirements.
4. Implementation plan.
5. Optional Services

5.4.2 Technical Evaluation

All Responsive Proposals will go through a Technical Evaluation. There are a total of 140 point’s available points for the Technical Evaluation. Proposals that receive fewer than - 105 Technical Evaluation points may be rejected.

Cost

The cost proposal from each Responsible Contractor will be evaluated in comparison with the other cost proposals received; however, the number of points possible will be proportional to each Responsible Contractor’s technical evaluation score.

Cost Proposal

Up to an additional 60 points are available and will be awarded based on Cost. To assist the Agency in evaluating, Cost Proposals may be evaluated and points awarded as follows.

The Cost Proposals will remain sealed during the evaluation of the Technical Proposal and any Bidder Demonstration.

Only Responsible Contractor's that meet all of the required services will be considered during the cost evaluation phase of the review process.

The Responsible Contractor's technical points will be added to the cost points, to obtain the total points awarded for the proposal.

The Cost Proposals will be ranked from least expensive to the most expensive. The least expensive cost proposal shall receive the maximum number of points available in this section. To determine the number of points to be awarded all other Cost Proposals, the least expensive bid will be used in all cases as the numerator. Each of the other bids will be used as the denominator. The percentage will then be multiplied by the maximum number of points and the resulting number will be the cost points awarded to other compliant contractors. Percentages and points will be rounded to the nearest whole value.

Example:

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

Respondent A: $\frac{\$35,000}{\$35,000} =$ receives 100% of available points on cost.

Respondent B: $\frac{\$35,000}{\$45,000} =$ receives 78% of available points on cost.

Respondent C: $\frac{\$35,000}{\$65,000} =$ receives 54% of available points on cost.

5.5 Tie Bid

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 Responsible Contractors 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.

Notwithstanding the foregoing, if a tied bid involves an Iowa vendor and a vendor outside the State of Iowa, the Iowa vendor will receive preference. If a tied bid involves

one or more Iowa vendors and one or more vendors outside the State of Iowa, a drawing will be held among the Iowa vendors only. Tied bids involving Iowa-produced or Iowa-manufactured products and items produced or manufactured outside the State of Iowa will be resolved in favor of the Iowa product.

In the event of a tied bid between Iowa vendors, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the vendors have complied with ESGR standards. Preference, in the case of a tied bid, shall be given to Iowa vendors complying with ESGR standards.

5.6 Final Scores

The points awarded for the Cost Proposal will be added to the Technical Evaluation.

5.7 The Points Breakdown

For each requirement, the point's breakdown will be posted as an Amendment prior to closing on the day/time the proposals are due. Responding proposals will not need to include acknowledgement of receipt for the point break down amendment.

SECTION 6 CONTRACT TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the General Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the General Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Respondent's objection or amendment in writing.

The Contract terms and conditions in this Section 7 and the General Terms and Conditions will be incorporated into the Contract. The General Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Respondent.

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency 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.

6.2 Contract Length

The term of the Contract will begin and end on the dates indicated on the RFP cover sheet. The Agency shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFP cover sheet.

6.3 Terms and Conditions for State of Iowa Purchasing Cards

The State of Iowa shall pay Contractor's invoices using its Purchasing Card Program (Pcard) whenever possible. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing US Bank to pay the Contractor directly, generally within 48 hours of the transaction. Contractor shall comply with security measures for Pcard payments including:

- Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;

- Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- Contractor shall confirm that the name of purchaser matches the name on the card;
- Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or “https” in the web address;
- Contractor shall shred any documentation with credit card numbers.

Attachment # 1
Certification Letter

Alterations to this document are prohibited, see section 2.14.14.

[Date]

Michael Drottz
Iowa Workforce Development
1000 East Grand Avenue, Des Moines, IA, 50319

Re: Request for Proposal Number 309MD16701 Labor Research, Surveying and data Collection for Laborshed Studies

Dear Mike Drottz:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]** _____ in response to Iowa Workforce Development for Request for Proposal Number 309MD16701 Labor Research, Surveying and Data Collection for Laborshed Studies 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 in behalf of Respondent. By submitting a Proposal in response to the RFP, I certify in 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(4) (2016)* 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 423*; 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(47) and (48)(2016)*.

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,

Signature

Name and Title of Authorized Representative

Date

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited, see section 2.14.14.

Mike Drottz
Iowa Workforce Development
1000 East Grand Avenue, Des Moines, IA, 50319

[Date]

Re: Request for Proposal Number 309MD16701 Labor Research, Surveying and Data Collection for Laborshed Studies

Dear Mike Drottz:

[Name of Respondent] _____ hereby authorizes the **Iowa Workforce Development** ("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 Request for Proposal (RFP) Number 309MD16701.

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,

Signature

Name and Title of Authorized Representative

Date

Attachment #3
Form 22 – Request for Confidentiality
SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS 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 TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Proposal.

2. Confidential Treatment of Information is Requested

A Respondent requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) 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**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by the Agency concerning the confidential status of such information.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Proposal as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent’s request for confidentiality that does not comply with this form 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 as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

If Agency receives a request for information that Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If Respondent fails to do so, Agency may release the information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent’s request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

Respondent acknowledges that proposal response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this proposal response.

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.

- ***Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

_____	_____	_____
Company	RFP Number	RFP Title
_____	_____	_____
Signature (required)	Title	Date

(Proceed to the next page only if Confidential Treatment is requested.)

Part 2 - Confidential Treatment is Requested

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

NOTE:

- ***Completion of this Form is the sole means of requesting confidential treatment.***
- **A RESPONDENT MAY NOT REQUEST PRICING INFORMATION IN PROPOSALS BE HELD IN CONFIDENCE.**

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

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.

RFP Section:	Respondent must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Respondent must justify why the information should be kept in confidence.	Respondent must explain why disclosure of the information would not be in the best interest of the public.	Respondent must provide the name, address, telephone, and email for the person at Respondent’s organization authorized to respond to inquiries by the Agency concerning the status of confidential information.

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. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

- ***If confidentiality is requested, 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. If signing this Part 2, do not complete Part 1.***

Company

RFP Number

RFP Title

Signature (required)

Title
Attachment #4
Response Checklist

Date

RFP REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
1 Original, 1 USB Drive, & 5 Copies of both parts of the Proposal, each in a sealed envelope		
One (1) Public Copy with Confidential Information Excised (optional) Both paper copy and USB Drive		
Technical Proposal		
Exhibit 1 - Transmittal Letter		
Exhibit 2 - Executive Summary		
Exhibit 3 - Firm Proposal Terms		
Exhibit 4 - Contractor Background Information		
Exhibit 5 - Experience		
Exhibit 6 - Termination, Litigation, and Debarment		
Exhibit 7 - Acceptance of Terms and Conditions		
Exhibit 8 - Certification Letter		
Exhibit 9 - Authorization to Release Information		
Exhibit 10 - Mandatory Technical Requirements		
Exhibit 11 – Optional Services		
Exhibit 12 – Implementation Plan and Time Table		
Exhibit 13 Third Party Vendors		
Exhibit 14 – Multi Language Interviews		
Exhibit 15 – Member of AAPOR		
Cost Proposal		

**ATTACHMENT #5
Cost 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.

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

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). The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Deliverable Item	Firm US Dollars
TOTAL COST:	

ATTACHMENT #6
Map of Iowa's Laborshed Program

IOWA'S LABORSHED PROGRAM
 STATEWIDE BREAKOUT FOR ROTATING DATA COLLECTION OF INDIVIDUAL CAMPAIGNS

