

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information

Title of RFP	Vehicle Mobility Modification Service for Chrysler Pacifica VIN# 2C4RC1BG4MR573803	RFP Number	RFP04222100009
Agency	Iowa Department of Education, Division of Vocational Rehabilitation Services		
Number of months of the initial term of the contract	3	Number of possible annual extensions	0
Anticipated contract start date:	June 1, 2021		
Available to Political Subdivisions?	No		
State Issuing Officer: Yvette Clausen Phone: 515-401-2974 Fax: 515-281-0137 E-mail: yvette.clausen@iowa.gov			
<p>PROPOSALS ACCEPTED ELECTRONICALLY THROUGH IOWA VSS The link to VSS is: https://vss.iowa.gov/webapp/VSS_ON/AltSelfService</p>			
PROCUREMENT TIMETABLE—Event or Action		Date/Time (Central Time)	
State Posts Notice of RFP on TSB website		4/23/2021	
State Issues RFP		4/27/2021	
Requests for the Job Candidate’s driver training and vehicle modification prescription and vehicle pick up location due by no later than		5/20/2021/4:00 PM CST	
RFP written questions, requests for clarification, and suggested changes from Respondents due		5/4/2021	
Follow-up written questions and requests for clarification from Respondents due		5/10/2021	
Proposals Due		May 24, 2021/4:00 PM CST	
Relevant Websites			
Internet website where Addenda to this RFP will be posted: http://bidopportunities.iowa.gov/?pgname=viewall			
Internet website where contract terms and conditions are posted https://das.iowa.gov/sites/default/files/procurement/pdf/terms_services_2016.pdf			
Internet website where Proposals will be submitted electronically: https://vss.iowa.gov/webapp/VSS_ON/AltSelfService			
Number of Copies of Proposals Required to be Submitted:		1 Digital Copy	
Firm Proposal Terms			
The minimum number of days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm is 90 Days.			

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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 Sections 4-5 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) for the initial period 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.

“Christopher M. Courtney” is the Driver Rehabilitation Specialist who has provided comprehensive driver evaluation and training for the Iowa Vocational Rehabilitation Services Job Candidate who will utilize the modified vehicle.

“Contract” means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.

“Contractor” means the awarded business/person to provide the contractual services agreed upon.

“Driver Training and Vehicle Modification Prescription” means the report written by Driver Rehabilitation Specialist Christopher M. Courtney.

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

“IVRS” means Iowa Vocational Rehabilitation Services.

“Job Candidate” (JC) means an individual with a disability that has an open case with Iowa Vocational Rehabilitation Services (IVRS).

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

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

“Responsible Contractor” means a Contractor that has the capability in all material respects to perform the specifications of the Contract. In determining whether a Contractor is a Responsible Contractor, the Agency may consider various factors including, but not limited to, the Contractor’s competence and qualifications to provide the goods or services requested, the

Contractor's integrity and reliability, the past performance of the Contractor 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.

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 Contractor 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.

Contractors are required to submit their Proposals electronically through the State of Iowa Vendor Self Service portal at: https://vss.iowa.gov/webapp/VSS_ON/AltSelfService. It is the Agency's intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 6, Evaluation and Selection.

1.4 Background Information

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.

The purpose of this Request for Proposals (RFP) is to select a qualified vendor to complete Vehicle Mobility Modification Service for a Chrysler Pacifica VIN# 2C4RC1BG4MR573803 for use by an Iowa Vocational Rehabilitation Services (IVRS) Job Candidate (JC) per the Driver Training and Vehicle Modification Prescription provided to IVRS by Driver Rehabilitation Specialist Christopher M. Courtney. You are invited to submit a response to this RFP for consideration by the State of Iowa to be selected for award of this Vehicle Mobility Modification Service for Chrysler Pacifica VIN# 2C4RC1BG4MR573803. The mobility modification service is being funded through a federal formal grant from the Rehabilitation Services Administration, Office of Special Education and Rehabilitation Services, US Department of Education. There is no non-governmental funding for the modification.

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 Anonymous Respondent Communications

Please note that the Respondent's sole point of contact regarding this RFP is the Issuing Officer. During the procurement process if a Respondent feels that after presenting a concern to the Issuing Officer it was not addressed, or if a Respondent wishes to present a concern and remain anonymous, they may confidentially notify a DAS Fiscal and Policy Analyst regarding their concern. The DAS Fiscal and Policy Analysts are independent third parties separate from the RFP requesting agency and Issuing Officer in order to review a Respondent's concern.

The Fiscal and Policy Analysts may be reached at DAS.FiscalPolicyAnalyst@iowa.gov or confidential letters may be mailed to:

**DAS Fiscal and Policy Analysts
Hoover Building, Third Floor
1305 E. Walnut
Des Moines, IA 50319-0105**

2.4 Downloading the RFP from the Internet

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

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.

2.5 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.

2.6 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 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. 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.

2.7 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.

2.8 Amendment and Withdrawal of Proposal

The Respondent may amend or withdraw and resubmit its Proposal electronically through the State of Iowa Vendor Self Service portal at https://vss.iowa.gov/webapp/VSS_ON/AltSelfService at any time before the Proposals are due. The amendment must be signed by the Respondent and uploaded electronically through the State of Iowa Vendor Self Service portal at https://vss.iowa.gov/webapp/VSS_ON/AltSelfService 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.

2.9 Submission of Proposals

All Proposals must be submitted electronically through the State of Iowa Vendor Self Service (VSS) portal at https://vss.iowa.gov/webapp/VSS_ON/AltSelfService before the "Proposals Due" date listed on the RFP cover sheet. **This is a mandatory requirement and will not be waived by the Agency.** Respondents submitting Proposals must allow ample time to ensure electronic uploading of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is submitted prior to the deadline. Logging into the VSS website by the due date/time will not substitute for completed uploading of the Proposal.

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

2.10 Proposal Opening

The Agency will open Proposals files after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and 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.

2.11 Costs of Preparing the Proposal

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

2.12 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.

2.13 Rejection of Proposals

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

2.13.1 The Respondent fails to submit the Cost Proposals in separate electronic files through the State of Iowa Vendor Self Service (VSS) portal at https://vss.iowa.gov/webapp/VSS_ON/AltSelfService

2.13.2 The Respondent acknowledges that a mandatory specification of the RFP cannot be met.

2.13.3 The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specification of the RFP.

2.13.4 The Respondent's Proposal limits the rights of the Agency.

2.13.5 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 5 of the RFP.

2.13.6 The Respondent fails to timely respond to the Agency's request for information, documents, or references.

2.13.7 The Respondent fails to include proposal security, if required. Proposal security examples are Performance Bonds, Letters of Credit, and escrow requirements.

- 2.13.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.13.9** 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.
- 2.13.10** The Respondent initiates unauthorized contact regarding the RFP with state employees.
- 2.13.11** The Respondent provides misleading or inaccurate responses.
- 2.13.12** The Respondent's Proposal is materially unbalanced.
- 2.13.13** 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 Responsive Contractor.
- 2.13.14** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

2.14 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, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that 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.

2.15 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.

2.16 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.

2.17 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.

2.18 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.

2.19 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 in the public domain and be 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.

2.20 Public Records and Requests for Confidential Treatment

The Agency will treat all information submitted by a Respondent as public records unless the Respondent properly requests that specific parts of the Proposal be treated as confidential at the time of submitting the Proposal. 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 as required to comply with Chapter 22 or other applicable law.

Any request for confidential treatment of specific information must be included in the transmittal letter with the Respondent's Proposal. In addition, the Respondent must enumerate the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Respondent to respond to any inquiries by the Agency concerning the confidential status of the materials.

Any Proposal submitted which contains information for which Respondent is requesting Confidential treatment must be conspicuously marked by the Respondent on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. **Failure to properly identify specific information as confidential shall relieve Agency or State personnel from any responsibility if confidential information is viewed by the public or a competitor, or is in any way released. If Respondent identifies its entire Proposal as confidential, the Agency may reject the Proposal as non-responsive.**

If the Respondent designates any portion of its Proposal as confidential, the Respondent must submit a file labeled "Public Copy" from which the confidential information has been excised. This excised file is in addition to the files requested in Section 3 of this RFP. The confidential

material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

If the Agency receives a request for information that includes information the Respondent has marked as confidential, the Agency will give written notice to the Respondent at least seven calendar days prior to the release of the information to allow the Respondent to seek injunctive relief pursuant to *Section 22.8 of the Iowa Code*. After seven calendar days, the Agency will release the information marked confidential unless a court of competent jurisdiction determines the information is confidential under *Iowa Code Chapter 22* or other applicable law.

2.21 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.

2.22 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.

2.23 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.

2.24 Respondent Presentations

Respondents may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal.

2.25 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed 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.

2.26 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 the 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.

2.27 No Contract Rights until Execution

No Contractor shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Contractor and the Agency.

2.28 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.

2.29 Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.5(1)-(2), 117.12(4).

2.30 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.

2.31 No Minimum Guaranteed

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

2.32 Post Solicitation Debriefing

A debriefing is available to any Respondent who submitted a proposal in response to this ITQ. 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.

2.33 Appeals

A Respondent whose proposal has been timely filed and who is aggrieved by the 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 days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.0120. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line

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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 Contractor.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions describe and define 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 Proposals will be electronically submitted through the Vendor Self-Service (VSS) electronic bidding system. One (1) electronic copy of the Technical Proposal and one (1) electronic copy of the Cost Proposal shall be timely submitted. When you are ready to submit your Proposals, the link to VSS is:

https://vss.iowa.gov/webapp/VSS_ON/AltSelfService

Respondents will need to register their company the first time they utilize the VSS system regardless of whether they have already done business with the State of Iowa. There is a Register button on the left hand side of the VSS screen. Click on that button to start the registration process. If you have any issues with registration, please call the helpdesk at 515-281-6614. If you have done business with the State, you will be given an opportunity to look up your entity during the registration process. It is recommended that you complete the registration process today to ensure you are ready to upload your proposal on or before the due date and time shown on the RFP Cover Sheet.

File size is limited to 10MB when uploading. Respondents will need to break their Proposal into several files if the Proposal exceeds the 10MB threshold. There is no limit on the number of files which can be uploaded. Please make sure the **electronic copy submitted contains all of the required signatures** in the RFP which would include the transmittal letter and Attachments 1-3.

For Step 1 in the VSS system: Enter "0" (zero) as the price for "Bid." Do not enter a dollar sign or decimal.

If you are having issues uploading your Proposal files into VSS and the helpdesk is unable to provide assistance, please contact the Issuing Officer via email at yvette.clausen@iowa.gov.

- 3.1.2 Proposals shall not contain promotional or display materials.
- 3.1.3 Attachments shall be referenced in the Proposal.
- 3.1.4 If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately and each will be evaluated separately.

3.2 Technical Proposals

The following documents and responses shall be included in the Technical Proposals in the order given below. Each Exhibit should be submitted on a separate page in the proposal.

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. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.20. The transmittal letter and the Certification Letter (Attachment #1) are separate items and both must be submitted with your proposal.

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 and understands the terms and conditions of the RFP including the contract provisions in Section 7.
- 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 goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 90 days following the deadline for submitting Proposals.

Exhibit 4 - Respondent 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. Respondents located within the state of Iowa should answer NO to this question.
- Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- 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 goods and/or 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:
<https://das.iowa.gov/procurement/vendors/how-do-business>

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 program experience in providing the types of services sought by the RFP.
- A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
- Letters of reference from three (3) previous or current customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference. Respondents will not be able to use IVRS as one of the three references for this requirement.

Exhibit 6 - Criminal History and Background Investigation

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

Exhibit 7 - Acceptance of Terms and Conditions

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms 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 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.

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 - Addendums

Provide signed copy of posted RFP addendums.

Form 22 - Request for Confidentiality

The Respondent must sign and submit with the Proposal the document included as Attachment #3 Form 22 – Request for Confidentiality.

3.3 Cost Proposals

The Respondent shall provide its Cost Proposals in a separate file for the proposed goods and/or services. All prices are quoted pursuant to the terms and conditions of this RFP. Respondent's Cost Proposals shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms. Refer to Edgar 2 CFR Part 200, subpart E for Cost Principles <http://www.ecfr.gov/cgi-bin/text-idx?SID=72e9a81f471f3979392f85bfc2489e0e&mc=true&node=sp2.1.200.e&rgn=div6>.

3.3.1 Cost Proposals Requirements

Costs should be allowable, allocable, and reasonable in accordance with Federal Regulations at 2CFR Part 200 located at <http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=cfd4f86bda366931793de68b2c485294&mc=true&n=pt2.1.200&r=PART&ty=HTML> and any other applicable laws, rules, regulations, and policies. Transportation costs should follow the State of Iowa current guidelines and policies. More information about the state policy can be found on the following website: <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual>

3.3.2 Payment Terms

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

SECTION 4 SCOPE OF WORK

Overview

The following program specifications are required components of the services to be delivered. Please explain how the program will deliver the services for each specification below:

4.1 Description of Work

The State is seeking Respondents who can provide mobility modifications to a 2021 Chrysler Pacifica, VIN #2C4RC1BG4M4573803 per comprehensive driver evaluation and training report for an IVRS Job Candidate as prescribed by Christopher M. Courtney, D.R.S.

- 4.1.1** Vendors must request a copy of the comprehensive driver evaluation and training report and vehicle pick up location via email by no later than Thursday, May 20, 2021 at 4:00 PM CST. Requests must be sent to the issuing officer, Yvette Clausen, at yvette.clausen@iowa.gov.
- 4.1.2** Requests for copies of the comprehensive driver evaluation and training report and vehicle pick up location will be fulfilled within one (1) working day, excluding State holidays and weekends.
- 4.1.3** Proposed modifications must be in accordance with the recommendations of the comprehensive driver evaluation and training report by Christopher M. Courtney, D.R.S.
- 4.1.4** Questions regarding the comprehensive driver evaluation and training report are due on the dates for RFP written questions, requests for clarification, and suggested changes from Respondents as listed on the cover sheet and must be submitted in writing (see Section 2 Administrative Information).

4.2 Respondent's Responsibilities

The Respondent will be required to pick up the vehicle at a private residence in Bettendorf, Iowa, perform the modifications per the Driver Training and Vehicle Modification Prescription by Christopher M. Courtney, and deliver the modified vehicle back to the original location for inspection and acceptance.

- 4.2.1** The Respondent is solely responsible for the safety and security of the vehicle from the time the vehicle is picked up by the Respondent to the time it is inspected and accepted at the final location designated in the bid.
- 4.2.2** The Respondent will make IVRS aware of any issues with installation such as incompatibility of the vehicle with the mobility equipment selected or other unforeseen issues. IVRS will seek clarification from Christopher M. Courtney and will provide final written approval to the Respondent for any amendments to the modification specifications. Respondent will not make changes to the specifications as listed in the Driver Training and Vehicle Modification Prescription by Christopher M. Courtney without written approval from IVRS.

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- 4.2.3** Should any of the equipment installed by Respondent not perform properly within the warranty period, Respondent shall provide warranty service within a reasonable time frame based on parts availability and schedule.
- 4.2.4** Respondent must provide a written statement to the owner of the vehicle regarding the work that was performed as well as list any Federal Motor Vehicle Safety Standards affected by their modification work on a label adjacent to the original equipment manufacturer's label or the modifier's certification label on the modified vehicle.

SECTION 5 SPECIFICATIONS

Overview

The successful Contractor shall provide the goods and/or services to the State in accordance with the specifications and technical specifications as provided in this Section. The Respondent shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification (s) of this section, the Agency may reject the Proposal.

5.1 Mandatory Specifications

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

- 5.1.1** Respondent must be currently registered with the National Highway Traffic and Safety Administration (NHTSA) as a vehicle modifier under the requirements of 49 CFR Part 595 for persons with disabilities. To verify Respondent is registered with the NHTSA, the State will search the NHTSA Modifier Database for the Respondent’s business name at this link: <https://vpic.nhtsa.dot.gov/mid/home/ModifierSearch>
If Respondent is registered under a name other than their legal entity name, provide the correct name the business is registered in the NHTSA Modifier Database. The address listed in the database must match an address provided in Section 3.2.4.5 of this ITQ for verification purposes. If Respondent has a letter from NHTSA stating their business is registered, the letter may be submitted in the Proposal as verification of meeting this mandatory requirement. The name and address in the letter must match the business entity name and address submitted in Section 3.2 of this ITQ in order to comply with this requirement.
- 5.1.2** Respondent agrees that the contents of their Proposal will become part of any resulting solicitation and related PO’s.
- 5.1.3** Respondent agrees to adhere to the guidelines of the National Mobility Equipment Dealers Association (NMEDA).
- 5.1.4** Respondent agrees to the terms and conditions of this RFP.

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- 5.1.5 Respondent agrees to maintain the insurance coverage outlined in this RFP for the duration of the Contract to include the equipment warranty period.
- 5.1.6 Respondent's Proposal is in accordance with the prescription provided in the Driver Training and Vehicle Modification Prescription by Christopher M. Courtney to include any amendments to the specifications provided by IVRS prior to the bid closing date.
- 5.1.7 Respondent has technician certification to install EMC equipment as required by the Driver Training and Vehicle Modification Prescription by Christopher M. Courtney. Proof of certification must be provided.

5.2 Scored Technical Specifications

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 6.

- 5.2.1 Is the Respondent a member of the National Mobility Equipment Dealers Association (NMEDA) and a participant in this organization's Quality Assurance Program? Submit documentation verifying your membership in NMEDA with the Proposal.
- 5.2.2 Does Respondent offer the following equipment with installation services? (Check all that apply.)
 - 14-inch dropped floor (Braun, VMI, or Eldorado brands per prescription)
 - Power sliding door (Braun, VMI, or Eldorado brands per prescription)
 - Wheelchair ramp (Braun, VMI, or Eldorado brands per prescription)
 - One-touch remote control
 - EMC AEVIT 2.0 L-Series Gas/Brake module (brand per prescription)
 - EMC AEVIT 2.0 Secondary Control TouchPad Option A (brand per prescription)
 - Drive-Master Zero effort steering system (brand per prescription)
 - MPD spinner knob (brand per prescription)
 - EMC Digitone pin activation switch embedded in "L" series tri-pin (brand per prescription)
 - Extra OEM rear view mirror (brand per prescription)
 - EZ-Lock bracket (brand per prescription)
 - Smart-Shift Electronic Gear Selector, Electronic Ignition and Electric Parking Brake (brand per prescription)
 - AVPS Back-up battery system with magnetic/other switch (brand per prescription)
 - EMC's HVAC Climate control system if needed (brand per prescription)
 - Automotive size fire extinguisher
- 5.2.3 Does Respondent have technician certification to install the applicable equipment checked above in 5.2.2? If so, please provide proof of certification under 5.2.3 in the Technical Proposals.
- 5.2.4 Does Respondent provide any instruction or information about the installed equipment to the owner of the vehicle? Please explain.
- 5.2.5 What type of warranty does Respondent provide on their work? Does Respondent submit the warranty cards for all equipment installed or provide the cards to the owner

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of the vehicle to submit? Submit any applicable warranty documentation with the Proposal.

- 5.2.7** Does the Respondent provide ongoing service and maintenance? If Respondent provides any emergency services, please describe the services available.
- 5.2.8** Are replacement parts stocked and readily available? If not, how long does it generally take to obtain replacement parts?

SECTION 6 EVALUATION AND SELECTION
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6.1 Introduction

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

6.2 Evaluation Committee

The Agency will 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.

6.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications and Scored Specifications described in Section 5.1 and 5.2 and meet the minimum score as provided in this section. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with this Section. In addition to other RFP requirements, to be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 5.1 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Content and Technical Criteria.

6.4 Cost Proposals Scoring

After the Technical Proposals are scored, the Cost Proposals will be opened and scored.

6.5 Preferences

6.5.1 Preference to Iowa Products and Services

In accordance with the provisions of *Iowa Code § 73.1* a preference will be given to products and provisions grown and coal produced within the State of Iowa, when they are found in marketable quantities in the State and are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or products of other states. Preferences required by applicable statute or rule shall also be applied, where appropriate.

6.5.2 Tied 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 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.

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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 department 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.

SECTION 7 CONTRACTUAL TERMS AND CONDITIONS

7.1 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 in accordance with the provisions of the RFP, the General Terms and Conditions, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP or the General Terms and Conditions shall be incorporated into the Contract unless the Agency has explicitly accepted the Contractor's objection or amendment in writing.

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 Contractors 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 Contractor.

By submitting a Proposal, Contractor 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 Contractor 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 Contractor's exceptions or proposed responses materially alter the RFP, or if the Contractor 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 Contractor or to negotiate Contract terms with the successful Contractor if the best interests of the State would be served.

7.2 Contract Length

The initial period of the Contract is 90 days, with an expected start date of June 1, 2021, after the Notice of Intent to Award is posted and the appeal period has expired without contest. 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.

7.3 Insurance

The Contract will require the successful Contractor to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, umbrella form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

7.4 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**

(Date) _____

Yvette Clausen, Issuing Officer
Iowa Vocational Rehabilitation Services
510 E 12th Street
Des Moines, IA 50319

Re: Request for Proposal Number RFP04222100009 - PROPOSAL CERTIFICATIONS

Dear Yvette:

I certify that the contents of the Proposal submitted on behalf of **(Name of Respondent)** in response to **Iowa Vocational Rehabilitation Services** for Request for Proposal Number RFP04222100009 for Vehicle Mobility Modification Services for Chrysler Pacifica VIN# 2C4RC1BG4MR573803 are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

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

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Respondent to induce any other Contractor 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

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 five 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.

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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

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2013)* 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 Contractors 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 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)*.

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 the Agency.

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #2
Authorization to Release Information Letter

(Date) _____

Yvette Clausen, Issuing Officer
Iowa Vocational Rehabilitation Services
510 E 12th Street
Des Moines, IA 50319

Re: Request for Proposal Number RFP04222100009 - AUTHORIZATION TO RELEASE INFORMATION

Dear Yvette:

(Name of Respondent) hereby authorizes the **Iowa Vocational Rehabilitation Services** ("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 RFP04222100009.

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 RFP04222100009.

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 RFP04222100009.

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 RFP04222100009.

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

CONTRACTOR NOTE: SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR RESPONSE (PROPOSAL) TO THE REQUEST FOR PROPOSALS (RFP). THE FORM IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM WILL RESULT IN THE PROPOSAL CONSIDERED NON RESPONSIVE AND ELIMINATED FROM EVALUATION.

I. Confidential Treatment Is Not Requested

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

Company/ RFP Number/ RFP Title

Signature/ Title/ Date

II. Confidential Treatment Is Requested

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

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

NOTE:

1 Completion of this Form is the sole means of requesting confidential treatment.

2 A CONTRACTOR MAY NOT REQUEST PRICING PROPOSALS BE HELD IN CONFIDENCE.

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

To request confidentiality, Contractor must provide the following information:

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

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

Form 22 – Request for Confidentiality

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

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

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

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

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

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

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

Company/ RFP Number/ RFP Title

Signature/ Title/ Date

Form 22 – Request for Confidentiality

Iowa Vocational Rehabilitation Services Review (For Agency use only)

Contractor's Proposal is rejected as non-compliant because of one or more of the following reasons:

Contractor's Proposal is rejected due to not submitting a fully completed Form 22 to either request or not request confidential treatment of information.

Contractor's Proposal is rejected due to the request to treat the entire response as confidential.

Contractor's Proposal is rejected due to the request to treat Proposal pricing as confidential.

Contractor requested confidentiality without submitting a ***fully completed*** Form 22.

Contractor requested confidentiality and failed to conspicuously mark such material as confidential within its Proposal in accordance with the RFP.

Contractor requested confidentiality without submitting a public copy of its Proposal with the confidential information redacted.

Contractor requested confidentiality on material in contravention of the RFP.

Other: _____.

Contractor's submission is accepted.¹

Purchasing Agent Signature/ Date

RFP Number/ RFP Title

- **NOTE:** Agency's acceptance of Contractor's submission should not be construed as Agency's approval of Contractor's request for confidentiality. Instead, acceptance of Contractor's submission simply means that the Agency believes Contractor's Form 22 appears fully completed in accordance with the RFP.

Attachment # 4

SPECIAL TERMS AND CONDITIONS FOR FEDERAL GRANTS

Respondent shall read and sign Attachment #6 and return a signed copy with the Proposal.

ACKNOWLEDGEMENTS AND ASSURANCES

- Non-Federal entities are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR. Part 200.
- All Non-Federal entities using federal financial assistance must acknowledge and agree and require any non-Federal entities including contractors, successors, transferees, and assignees to acknowledge and agree to comply with applicable provisions governing access to records, accounts, documents, information, facilities, and staff.
- Non-Federal entities must cooperate with any compliance review or complaint investigation conducted by a federal agency.
- Non-Federal entities must give federal agencies access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by federal agencies' regulations and other applicable laws or program guidance. Non-Federal entities must submit timely, complete, and accurate reports to the appropriate federal agencies' officials and maintain appropriate backup documentation to support the reports.
- Non-Federal entities must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- If, during the past three years, the non-Federal entities have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the non-Federal entities must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the federal agency awarding office and the Federal Office of Civil Rights and Civil Liberties.
- In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the non-Federal entity, or the Non-Federal entity settles a case or matter alleging such discrimination, the non-Federal entity must forward a copy of the complaint and findings to the federal agencies' component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

ACKNOWLEDGEMENT OF FEDERAL FUNDING FROM FEDERAL AGENCIES

- All non-Federal entities using Federal financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. ACTIVITIES

CONDUCTED ABROAD

- All non-Federal entities using financial assistance will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained. AGE DISCRIMINATION ACT OF 1975
- All non-Federal entities using financial assistance will comply with the requirements of the Age Discrimination Act of 1975 (42 USC. § 6101et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance. AMERICANS WITH DISABILITIES ACT OF 1990
- All non-Federal entities using federal financial assistance will comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits non-Federal entities from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC. §§ 12101-12213).

ANIMAL WELFARE ACT OF 1966

- All non-Federal entities using federal financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 USC. § 2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Non-Federal entities must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

BEST PRACTICES FOR COLLECTION AND USE OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

- Federal agencies define personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All non-Federal entities who collect PII are required to have a publically available privacy policy that describes standards on the usage and maintenance of PII they collect. Non-Federal entities may also find as a useful resource the Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

BYRD ANTI-LOBBYING AMENDMENT (31 USC. 1352)

- Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

CLEAN AIR ACT OF 1970, CLEAN WATER ACT OF 1977, FEDERAL WATER POLLUTION CONTROL ACT

- Clean Air Act (42 USC. 7401-7671q.) and the Federal Water Pollution Control Act (33 USC. 1251- 1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the

non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- All non-Federal entities using federal financial assistance will comply with the requirements of 42 USC. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

COASTAL WETLANDS PLANNING, PROTECTION, AND RESTORATION ACT OF 1990

- All non-Federal entities using federal financial assistance will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b) (3) of NEPA (42 USC. § 4331(b) (3)), Federal and non-federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part 9.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC. 3701-3708).

- Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

- The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. See §200.326 Contract provisions
 - a. Contracts for more than the simplified acquisition threshold set at \$150,000.
 - i. All Non-Federal entities who have contracts exceeding the acquisition threshold currently set at \$150,000,

which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 USC. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of \$10,000.

i. All Non-Federal entities that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS §200.321

▪ The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of section Title 2: Grants and Agreements Part 200—Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards Subpart D—Post Federal Award Requirements

CONTRACT COST AND PRICE §200.323

▪ The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

CONTRACT PROVISIONS §200.326

- The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).

- Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

COPYRIGHT

- All non-Federal entities using federal financial assistance will comply with requirements that publications or other exercise of copyright for any work first produced under federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the non-Federal entities grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The non-Federal entities shall affix the applicable copyright notices of 17 USC. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

DAVIS-BACON ACT

- Non-Federal entities, as applicable, with the provisions of the Davis-Bacon Act (40 USC. §§ 276a to 276a-7), the Copeland Act (40 USC. § 276c and 18 USC. § 874), and the Contract Work Hours and Safety Standards Act (40 USC. §§ 327 - 333) regarding labor standards for federally-assisted construction sub-agreements. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act, as amended (40 USC. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non Federal entities must include a provision for compliance with the Davis-Bacon Act (40 USC. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current

prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 USC. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that contractors or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

DEBARMENT AND SUSPENSION EXECUTIVE ORDERS 12549 AND 12689

- All non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. These are discretionary actions that agencies implement to protect the federal government by excluding contractors who commit fraud, behave unethically, or willfully fail to perform or have a history of failure to perform according to the terms of a contract from conducting business with the federal government. Prior performance on a state contract may cause a vendor to be disqualified or prevent the vendor from being considered a qualified bidder. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

FEDERAL AGENCIES SEAL, LOGO AND FLAGS

- All non-Federal entities using federal financial assistance must obtain federal approval prior to using the federal agencies' seal(s), logos, crests or reproductions of flags or likenesses of federal agencies, agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

DRUG-FREE WORKPLACE REGULATIONS

- All non-Federal entities using federal financial assistance will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 USC. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The Non-Federal entity must notify the awarding office if an employee of the non-Federal entity is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

DUPLICATION OF BENEFITS

- Any cost allocable to a particular Federal award provided for in 2 CFR Part 200, Subpart E may not be charged

to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

EQUAL EMPLOYMENT OPPORTUNITY

- Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

ENERGY POLICY AND CONSERVATION ACT

- All non-Federal entities must comply with the requirements of 42 USC. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) REQUIREMENT

- Non-Federal entities proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project.

FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES

- The False Claims Act imposes liability on persons and companies who defraud governmental programs. The law includes provision that allows people who are not affiliated with the government to file on behalf of the government (informally called whistle blowing). All Non Federal entities must comply with the requirements of 31 USC. § 3729 which set forth that no non-Federal entities of federal payments shall submit a false claim for payment. See also 38 USC. § 3801-3812 which details the administrative remedies for false claims and statements made.

FEDERAL ACQUISITION REGULATIONS (FAR)

- FAR requires non-federal agencies to solicit offers from, award contracts to, and consent to subcontracts only with responsible contractors. Suspensions and debarments are discretionary actions that agencies implement to

protect the federal government by excluding contractors who commit fraud, behave unethically, or willfully fail to perform or have a history of failure to perform according to the terms of a contract from conducting business with the federal government.

FEDERAL DEBT STATUS OMB CIRCULAR A-129 AND FORM SF-424B, ITEM NUMBER 17

- All non-Federal entities are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006

- The Federal Funding Accountability and Transparency Act (FFATA) ensures that the public can access information on all entities and organizations receiving Federal funds. Central to the law was the development of www.USASpending.gov, a publically available website with searchable information on each Federal grant. Prime non-Federal entities are responsible for reporting contract information over \$25,000 and the compensation of an organization's top five executive officers when more than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually is required.

FEDERAL LEADERSHIP ON REDUCING TEXT MESSAGING WHILE DRIVING

- All non-Federal entities are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

FLOOD DISASTER PROTECTION ACT OF 1973

- All non-Federal entities of financial assistance will comply with the requirements of the Flood Disaster Protection Act of 1973, as amended (42 USC. § 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for federal support. Lists of flood prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

FLY AMERICA ACT OF 1974

- All non-Federal entities of financial assistance must comply with the requirements of the preference for U.S. Flag Air Carriers. Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 USC. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

HATCH ACT

RFP04222100009 - Vehicle Mobility Modification Service

- All non-Federal entities must comply with the Hatch Act (5 USC. 1501-1508 and 7324-7328) which limits the political activities of employees whose principal employment activities are funded in whole or part with federal funds (Coverage is not dependent on the source of an employee's salary, nor is it dependent upon whether the employee actually administers the funds or has policy duties with respect to them). State and local employees subject to the Hatch Act continue to be covered while on vacation leave, annual leave, sick leave, leave without pay, administrative leave, or furlough.

HOTEL AND MOTEL FIRE SAFETY ACT OF 1990

- In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC. §2225(a), all non-Federal entities must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 USC. §2225.

IMPROVING ACCESS TO SERVICES LIMITED ENGLISH PROFICIENCY EXECUTIVE ORDER 13166

- The Executive Order requires Federal agencies to examine the services they provide, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. It is expected that agency plans will provide for such meaningful access consistent with, and without unduly burdening, the fundamental mission of the agency. The Executive Order also requires that the Federal agencies work to ensure that Non-Federal entities of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

INDEMNIFICATION

- The non-Federal entities must agree that grant funds are solely for the benefit of the parties to the grant award and gives no right to any other party. No joint venture or partnership may be formed as a result of these Grant Terms and Conditions.
- The non-Federal entities must agree to protect, save and hold harmless HSEMD, the State of Iowa, and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts, errors, or omissions of the non-Federal entities. This likewise applies to the non-Federal entities' authorized representative(s), its contractors, subcontractors, agents, licensees, or other such person associated with the non-Federal entities in connection with the Terms and Conditions of any federal grant.
- The non-Federal entity and its sub-contractors agrees to defend HSEMD, the State of Iowa, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the non-Federal entities is required to protect, save or hold harmless.

LOBBYING PROHIBITIONS

- None of the funds provided under an award may be expended by the non-Federal entities to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement.

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) OF 1969

▪ All non-Federal entities of financial assistance will comply with the requirements of the National Environmental Policy Act (NEPA), as amended, 42 USC. § 4331 et seq., which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for its grant-supported activities, federal agencies require the environmental aspects of construction grants (and certain non construction projects as specified by the Component and awarding office) to be reviewed and evaluated before final action on the application.

NATIONAL FLOOD INSURANCE ACT OF 1968

▪ All non-Federal entities using federal financial assistance will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 63.

NON-SUPPLANTING REQUIREMENT

▪ All non-Federal entities must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award non-Federal entities may be required to demonstrate and document that a reduction in non Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

PATENTS AND INTELLECTUAL PROPERTY RIGHTS

▪ Unless otherwise provided by law, non-Federal entities are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 USC. § 200 et seq. All non-Federal entities are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 CFR Part 401 and the standard patent rights clause located at 37 CFR § 401.14.

PROCUREMENT STANDARDS

▪ When procuring property and services under a grant, a non-Federal entity will follow the same policies and procedures it uses for procurements from its non-Federal funds. Non-Federal entities must ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Contracting and procurement standards must be in accordance with the written adopted procedures of non Federal entities, as long as the procurement standards conform to applicable State and Federal law.

▪ Non-Federal entities shall ensure that every purchase order or contract includes all clauses required by Federal

statutes, executive orders, and other regulations.

- Non-Federal entities shall submit bid and contracts greater than \$5,000 to HSEMD, prior to awarding or executing the contracts. HSEMD will review and comment regarding compliance with federal/state guidelines and procedures. Failure to submit for review may result in denial of request for payment if contract/procurement procedures are deemed non-compliant.

PROCUREMENT OF RECOVERED MATERIALS

- All non-Federal entities must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

PROTECTION OF HUMAN SUBJECTS

- All non-Federal entities using federal financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that non-Federal entities comply with applicable provisions/law for the protection of human subjects for purposes of research. Non-Federal entities must also comply with the requirements in federal Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

REHABILITATION ACT OF 1973

- All non-Federal entities using federal financial assistance must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 USC. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

REPORTING OF MATTERS RELATED TO NON-FEDERAL ENTITIES INTEGRITY AND PERFORMANCE

- If the total value of the current active grant and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of the Federal award, the non-Federal entities must comply with the requirements set forth in the government-wide Award Term and Condition for non-Federal entities, Integrity and Performance Matters located at 2 CFR Part 200, Appendix XII, the full text of which is incorporated by reference in the terms and conditions of grant award.

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

- All non-Federal entities are required to comply with the requirements set forth in the government wide Award Term on Reporting Sub-awards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of the grant award.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the non-Federal entities wish to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Non-Federal entities must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

SAFECOM REQUIREMENTS

- Non-Federal entities which receive awards that wholly or partially provide funding for emergency communication projects and related activities must comply with the most recent version of the SAFECOM Guidance on Emergency Communications Grants. The guidance is intended to ensure that Federally-funded investments are compatible, interoperable, and support the national goals and objectives for improving emergency communications nationwide. Non-Federal investing in broadband related investments must review IB 386: Clarification on Use of Federal Agencies/FEMA Public Safety Grant Funds for Broadband Related Expenditures and Investments must consult FEMA headquarters Program Analyst on such Investments before developing applications.

SINGLE AUDIT CERTIFICATION AND ASSURANCE

- Non-Federal entities must comply with the Office of Management and Budget Circular A-133, the "Single Audit Act, as amended," and the "Single Audit Act Amendments of 1996, as amended," Audit requirements for non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted. A program specific audit may be conducted in place of a single audit if the auditee meets the terms specified in Office of Management and Budget Circular A-133 Subpart B § __.200, paragraph C. The Single Audit Act provides that the audit shall be made by an independent auditor and in addition to the financial audit, requires that the independent auditor determine and report on whether the organization has internal control systems to provide reasonable assurance that it is managing Federal assistance programs in compliance with applicable laws and regulations. In order to provide this assurance the auditor must make a study and evaluation of internal control systems used in administering Federal assistance programs. The study and evaluation must be made whether or not the auditor intends to place reliance on such systems.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 LIMITED ENGLISH PROFICIENCY

- All non-Federal entities using federal financial assistance will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance,

national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Non-Federal entities must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Non-Federal entities are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Non-Federal entities of financial assistance will comply with the requirements of (42 USC. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 (FAIR HOUSING)

- All non-Federal entities using federal financial assistance must comply with Title VIII of the Civil Rights Act of 1968, which prohibits non-Federal entities from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 USC. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see 24 CFR § 100.201).

TITLE IX OF EDUCATION AMENDMENTS OF 1972

- All non-Federal entities using federal financial assistance will comply with the requirements of Title IX of the Education Amendments of 1972 (20 USC. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.

TRAFFICKING VICTIMS PROTECTION ACT OF 2000

- All non-Federal entities using federal financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007 In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the Non-Federal entities or a sub Non-Federal entities - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or sub awards under the award. Full text of the award term is provided at 2 CFR § 175.15.

TERRORIST FINANCING

- All non-Federal entities must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Non-Federal entities to ensure compliance with the Order and laws

UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (SAM)

- All non-Federal entities are required to comply with the requirements set forth in the government wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 CFR Part 25, Appendix A.

USA PATRIOT ACT OF 2001

- All non-Federal entities using federal financial assistance will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 USC. §§ 175-175c.

WHISTLEBLOWER PROTECTION ACT

- All non-Federal entities must comply with the statutory requirements for whistleblower protections (if applicable) at 10 USC § 2409, 41 USC. 4712, and 10 USC. § 2324, 41 USC. §§4304 and 4310.

I have read and agree to comply with all of the Federal requirements contained in Attachment #6.

Signature Date

Printed Name Title

Company Name

**Attachment #5
Response Checklist**

RFP04222100009 REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
One (1) copy of the Proposals submitted electronically at https://vss.iowa.gov/webapp/VSS_ON/AltSelfService		
One (1) Public copy of the Proposals with Confidential Information Excised (optional) submitted electronically at https://vss.iowa.gov/webapp/VSS_ON/AltSelfService		
Technical Proposal		
Exhibit 1 - Transmittal Letter (Signed)		
Exhibit 2 - Executive Summary		
Exhibit 3 - Firm Proposal Terms		
Exhibit 4 - Respondent Background Information		
Exhibit 5 - Experience		
Exhibit 6 - Criminal History and Background Investigation		
Exhibit 7 - Acceptance of Terms and Conditions		
Exhibit 8 - Certification Letter – Attachment #1		
Exhibit 9 - Authorization to Release Information – Attachment #2		
Exhibit 10 - Copies of Signed Addendums		
Form 22 - Request for Confidentiality - Attachment #3		
Federal Terms & Conditions - Attachment #4		
Response Checklist - Attachment #5		
Three letters of Reference – Exhibit 5		
Cost Proposal		