

**REQUEST FOR PROPOSAL**

**RFP COVER SHEET**

**Administrative Information:**

<b>TITLE OF RFP:</b>	<b>Occupational Skills Training (OST) #5</b>	<b>RFP Number:</b>	<b>283-RFP-0829-2024</b>
<b>Agency:</b>	<b>Iowa Department of Administrative Services on behalf of Iowa Vocational Rehabilitation Services (IVRS)</b>		
<b>State seeks to purchase:</b>	<b>Occupational Skills Training (OST) for persons with the most significant disabilities</b>	<b>Available to Political Subdivisions?</b>	<b>No</b>
<b>Number of mos. or yrs. of the initial term of the contract:</b>	<b>6 months</b>	<b>Number of possible annual extensions:</b>	<b>5</b>
<b>Initial Contract term beginning:</b>	<b>April 1, 2024</b>	<b>Ending:</b>	<b>September 30, 2024</b>
<b>State Issuing Officer:</b>			
Monita Jackson, MBA Purchasing Agent 2 Vocational Rehabilitation Services Iowa Workforce Development 1000 East Grand Avenue Des Moines, IA 50319 515-322-3502 (Mobile) <a href="mailto:monita.jackson@iowa.gov">monita.jackson@iowa.gov</a>			
<b>PROPOSALS ACCEPTED ELECTRONICALLY THROUGH IOWA IMPACS</b> <b>The link to IMPACS is: <a href="https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=DASlowa">https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=DASlowa</a></b>			
<b>PROCUREMENT TIMETABLE— Event or Action:</b>		<b>Date/Time (Central Time):</b>	
State Posts Notice of RFP on TSB website		<b>02/16/2024 - 2:00PM</b>	
State Issues RFP		<b>02/18/2024 - 2:00PM</b>	
RFP written questions, requests for clarification, and suggested changes from Respondents due:		<b>02/26/2024 5:00PM CST</b>	
Proposals Due Date:		<b>3/01/2024</b>	
Proposals Due Time:		<b>5:00pm CST</b>	
<b>Relevant Websites:</b>	<b>Web-address: <a href="https://ivrs.iowa.gov/">https://ivrs.iowa.gov/</a></b>		
Internet website where Addenda to this RFP will be posted:	<a href="https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=DASlowa">https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=DASlowa</a>		
Internet website where contract terms and conditions are posted:	<a href="https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=DASlowa">https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=DASlowa</a>		
<b>Number of Copies of Proposals Required to be Submitted:</b>			<b>1 Digital Copy</b>

<b>Firm Proposal Terms</b> Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm:	<b>120 Days</b>
--	-----------------

**Table of Contents**

1. **INTRODUCTION**
  - 1.1. **Purpose**
  - 1.2. **Definitions**
  - 1.3. **Overview of the ITQ Process**
  - 1.4. **Background Information**
  
2. **ADMINISTRATIVE INFORMATION**
  - 2.1. **Issuing Officer**
  - 2.2. **Restriction on Communication**
  - 2.3. **Downloading the RFP from the Internet**
  - 2.4. **Procurement Timetable**
  - 2.5. **Questions, Requests for Clarification and Suggested Changes**
  - 2.6. **Amendment to the RFP**
  - 2.7. **Amendment and Withdrawal of Proposal**
  - 2.8. **Submission of Proposals**
  - 2.9. **Proposal Opening**
  - 2.10. **Costs of Preparing the Proposal**
  - 2.11. **No Commitment to Contract**
  - 2.12. **Rejection of Proposals**
  - 2.13. **Nonmaterial Variances**
  - 2.14. **Reference Checks**
  - 2.15. **Information from Other Sources**
  - 2.16. **Verification of Proposal Contents**
  - 2.17. **Proposal Clarification Process**
  - 2.18. **Disposition of Proposals**
  - 2.19. **Public Records and Requests for Confidential Treatment**
  - 2.20. **Form 22 – Request for Confidentiality**
  - 2.21. **Copyright Permission**
  - 2.22. **Release of Claims**
  - 2.23. **Evaluation of Proposals Submitted**
  - 2.24. **Award Notice and Acceptance Period**
  - 2.25. **No Contract Rights until Execution**
  - 2.26. **Choice of Law and Forum**
  - 2.27. **Restrictions on Gifts and Activities**
  - 2.28. **No Minimum Guaranteed**
  - 2.29. **Post Solicitation Debriefing**
  - 2.30. **Appeals**
  
3. **FORM AND CONTENT OF PROPOSALS**
  - 3.1. **Instructions**
  - 3.2. **Technical Proposal**

- 3.3. **Cost Proposal and Narrative**
  
- 4. **SCOPE OF WORK**
  - 4.1 **Description of Work**
  - 4.2 **Reporting Requirements**
  - 4.3 **Performance Measures**
  
- 5. **SPECIFICATIONS**
  - 5.1. **Mandatory (Pass/Fail) Specifications**
  - 5.2. **Scored Technical Specifications**
  
- 6. **EVALUATION AND SELECTION**
  - 6.1. **Introduction**
  - 6.2. **Evaluation Committee**
  - 6.3. **Technical Proposal Evaluation and Scoring**
  - 6.4. **Cost Proposal**
  - 6.5. **Total Score**
  - 6.6. **Tied Score and Preferences**
  
- 7. **CONTRACT TERMS AND CONDITIONS**
  - 7.1. **Contract Terms and Conditions**
  - 7.2. **Contract Terms and Conditions – No Material Changes/Non-Negotiable**
  - 7.3. **Contract Length**
  - 7.4. **Payment Terms**

**Attachment 1 – Form 22 – Request for Confidentiality**

**Attachment 2 – Cost Proposal**

<b>SECTION 1      INTRODUCTION</b>
------------------------------------

**1.1 Purpose**

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

**“Community Rehabilitation Program Provider” (CRP)** means agencies or individuals approved to provide employment services to job candidates (JCs) of IVRS.

**“Competitive Integrated Employment” (CIE)** means a job that is work that is performed on a full-time or part-time basis for which an individual is:

- o Compensated at or above minimum wage and comparable to the customary rate paid by the employer to employees without disabilities performing similar duties and with similar training and experience;
- o Receiving the same level of benefits provided to other employees without disabilities in similar positions;
- o At a location where the employee interacts with other individuals without disabilities; and
- o Presented opportunities for advancement similar to other employees without disabilities in similar positions.

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

**“Contractor”** means the successful Respondent to this RFP.

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

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

**“Occupational Skills Training” (OST)** means a curriculum-based training program that teaches a JC specific work tasks and industry appropriate behavior that will meet a new or existing businesses’ needs in the local community and/or labor market. (Not including programs such as: Project Search, CVS’s Abilities in Abundance and Walgreen’s REDI program)

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

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

**“Responsible Respondent”** means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State.

**“Responsive Proposal”** means a Proposal that complies with the material provisions of this RFP.

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

**“State”** means the State of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

### **1.3 Overview of the RFP Process**

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

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

Respondents will be required to submit their digital Proposals via email. It is the Agency’s intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 6, Evaluation and Selection.

### **1.4 Background Information**

This program is expected to provide OST to IVRS JC who are individuals with the most significant disabilities. The purpose of OST is to assist an IVRS JC in developing specific work skills. Training must occur in partnership with a business or industry, or at the CRP providing the training, preferably at a site that is a competitive integrated employment (CIE) site by IVRS standards.

OST is defined as a curriculum-based training program that teaches a JC specific work tasks and industry appropriate behavior that will meet a new or existing businesses’ needs in the local community and/or labor market. The training is designed to enhance the JC’s ability to do a potential job or jobs identified in the CIE market. OST also provides strategies on job seeking and keeping skills.

**1.4.1 Activities**

Curriculum-based activities designed to impart knowledge and work-based skills development required in a specified industry.

**1.4.2 Eligible Respondents**

Agencies or individuals approved to provide employment services to JCs of IVRS.

**1.4.3 Program Participants**

Eligible JCs of IVRS with an identified vocational goal able to be achieved through training in an OST program.

## SECTION 2 ADMINISTRATIVE INFORMATION

### 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 or any of its agencies.

### 2.3 Downloading the RFP from the Internet

The RFP document and any addenda to the RFP will be posted at <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=DASlowa>. The Respondent is advised to check the website periodically for Addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet, as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

### 2.4 Procurement Timetable

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

### 2.5 Questions, Requests for Clarification, and Suggested Changes

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

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

**2.6 Amendment to the RFP**

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

**2.7 Amendment and Withdrawal of Proposal**

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

**2.8 Submission of Proposals**

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

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

**2.9 Proposal Opening**

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

**2.10 Costs of Preparing the Proposal**

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

**2.11 No Commitment to Contract**

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



## **2.12 Rejection of Proposals**

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

- 2.12.1** The Respondent fails to deliver the Program Budget and Narrative in a separate envelope.
- 2.12.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- 2.12.4** The Respondent's Proposal limits the rights of the Agency.
- 2.12.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
- 2.12.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Respondent fails to include Proposal Security, if required.
- 2.12.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.11** The Respondent provides misleading or inaccurate responses.
- 2.12.12** The Respondent's Proposal is materially unbalanced.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
- 2.12.14** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.12.15** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

## **2.13 Nonmaterial Variances**

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances

include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

**2.14 Reference Checks**

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

**2.15 Information from Other Sources**

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information.

**2.16 Verification of Proposal Contents**

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

**2.17 Proposal Clarification Process**

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

**2.18 Disposition of Proposals**

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

**2.19 Public Records and Requests for Confidential Treatment**

The Agency's release of public records is governed by Iowa Code Chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will

treat all information submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

**2.20 Form 22 - Request for Confidentiality**

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

**2.21 Copyright Permission**

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

**2.22 Release of Claims**

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

**2.23 Evaluation of Proposals Submitted**

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

**2.24 Award Notice and Acceptance Period**

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

**2.25 No Contract Rights until Execution**

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

**2.26 Choice of Law and Forum**

This RFP and the Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are

responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

**2.27 Restrictions on Gifts and Activities**

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

**2.28 No Minimum Guaranteed**

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

**2.29 Post Solicitation Debriefing**

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

**2.30 Appeals**

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

<b>SECTION 3      FORM AND CONTENT OF PROPOSALS</b>
---

**3.1 Instructions**

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

- 3.1.1** Proposal will be electronically submitted through the IMPACS electronic bidding system. One (1) electronic copy of the Technical Proposal shall be timely submitted. When you are ready to submit your Proposal, the link to IMPACS is:

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=DASlowa>

File size is limited to 10MB when uploading. Respondent 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 1-2.

If you are having issues uploading your Proposal files into IMPACS, please contact the Issuing Officer via email at [Monita.Jackson@iowa.gov](mailto:Monita.Jackson@iowa.gov).

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

- 3.1.3** Proposals shall not contain promotional or display materials.

- 3.1.4** Attachments shall be referenced in the Proposal.

**3.2 Technical Proposal**

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

**3.2.1 Transmittal Letter (Required)**

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent's mailing address, electronic mail address, fax number, and telephone number.

**3.2.2 Table of Contents**

The Respondent shall include a table of contents of its Proposal and submit the Response Check List of submittals.

**3.2.3 Executive Summary**

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

- 3.2.3.1** Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFP including the Contract provisions in Section 7.
- 3.2.3.2** An overview of the Respondent's plans for complying with the specifications of this RFP.
- 3.2.3.3** Any other summary information the Respondent deems to be pertinent.

**3.2.4 Respondent Background Information**

The Respondent shall provide the following general background information:

- 3.2.4.1** Does your state have a preference for in-state vendors? Yes or No. (Example: Providing to an in-state vendor a % advantage/discount off their cost proposal.) If yes, please include the details of the preference.
- 3.2.4.2** 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.
- 3.2.4.3** Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.
- 3.2.4.4** State of incorporation, state of formation, or state of organization.
- 3.2.4.5** 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.
- 3.2.4.6** Number of employees.
- 3.2.4.7** Type of business.
- 3.2.4.8** Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.4.9** Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.
- 3.2.4.10** 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.
- 3.2.4.11** Respondent's accounting firm.
- 3.2.4.12** The successful Respondent will be required to register to do business in Iowa before payments can be made. For vendor registration documents, go to:

**3.2.5 Mandatory Specifications and Scored Technical Specifications**

The Respondent shall answer whether or not it will comply with each specification in Section 5 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 5 specifications may be considered unresponsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

**3.2.6 Termination, Litigation, Debarment**

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

- 3.2.6.1** Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.6.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- 3.2.6.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- 3.2.6.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- 3.2.6.5** Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities.

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

**3.2.7 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, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

### **3.2.8 Acceptance of Terms and Conditions**

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

### **3.2.9 Certification Letter**

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

### **3.2.10 Authorization to Release Information**

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

### **3.2.11 Firm Proposal Terms**

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

**3.2.12** Provide information about the specific regional areas and locations within the state in which the proposed OST program(s) will be made available. (See list and map of OST regional areas in Section 4.1.6.)

## **3.3 Cost Proposal and Narrative**

The Respondent shall provide its Cost Proposal and Narrative in a separate email for the proposed goods and/or services. See Attachment #5.

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

Respondents shall provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit. [EFT Vendor Form \(iowa.gov\)](#)

### **3.3.2 State Warrant**

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

### **3.3.3 Payment Terms**

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



If an IVRS JC does not remain in an OST long enough to complete the program, a CRP's payment will be pro-rated based on the number of days a participant attended.

## SECTION 4      SCOPE OF WORK

### Overview

The successful Respondent(s) shall provide the services to the State in accordance with the specifications as provided in this Scope of Work. (NOTE: This section is informational for other parts of the RFP. Respondent not required or expected to submit a response within this section.)

### 4.1 Description of Work

The following program specifications are required components of the services to be delivered. An OST is a collaboration between an approved Community Rehabilitation Program (CRP) and Iowa Vocational Rehabilitation Services (IVRS) (Not including programs such as: Project Search, CVS's Abilities in Abundance and Walgreen's REDI program). The focus of OST programs is on developing and providing training to individuals with disabilities referred by IVRS and based on the needs of the local community/economy. The outcome expected for an IVRS JC who completes an OST program is CIE. IVRS JC's will have the opportunity to participate in an OST which will provide them with the option to earn a minimum wage stipend for any actual work performed, develop work skills, identify aspects of work that are of interest, and help them transition into paid employment. Participants will also develop self-awareness and advocacy skills, and learn about the demands and tasks involved in certain careers. The objectives of an OST program include the following:

- 4.1.1 Utilize a curriculum-based training program that teaches specific work tasks.
- 4.1.2 Provide training that enhances a JC's ability to do a specific job.
- 4.1.3 Provide training that teaches job retention skills and improves a JC's ability to perform an identified job within the community.
- 4.1.4 Share a written report of outcomes and recommendations of the OST with IVRS counselor and JC.
- 4.1.5 For any on-the-job work completed by the JC, track the number of hours and pay a stipend to a JC, which is submitted to IVRS for guidance and counseling purposes. Stipend should not exceed the national minimum wage of \$7.25/hour or the minimum wage set by the local district if greater than \$7.25/hour, and should be comparable to other participants of the same OST program who may be paid at a higher rate.
- 4.1.6 Address barriers that interfere or prevent vocational success in achieving placement in JC's desired occupation.

Participants in an OST are eligible individuals of IVRS and have an Individual Plan for Employment (IPE) written to include the need for training (IVRS status 18-7). CRP staff will work with IVRS to determine if a referred individual meets their criteria to participate. OST staff will also collaborate with business and industry to create job opportunities and open doors for JCs who successfully complete an OST. CRP staff will utilize customized employment strategies when necessary; develop work readiness training, and provide job coaching. OST staff will work with local workforce development boards, one-stop centers

and employers to address business needs and develop work opportunities that facilitates placement for individuals receiving OST.

If an individual with a most significant disability requires supported employment services, arrangements should be made with the IVRS Counselor to review the necessary supports.

OST staff will submit a progress report and time card to the IVRS Counselor on a monthly basis. OST staff will inform IVRS within 24 hours of any issues or concerns that may impede a JC's ability to complete their OST program.

Employer engagement is a critical factor for any proposed OST program. CRP staff will report on their work with employers to identify local or regional hiring needs. They will share information with IVRS supervisory staff in identifying employer needs and gaps an OST might fill.

An OST should enhance an IVRS JC's access to CIE. Staff will develop a working knowledge of an individual's learning strategies and supports needed to achieve CIE including, but not limited to: job coaching; transportation, workplace accommodations, childcare, and financial benefits counseling. A JC's team will collaborate to determine funding for the support services necessary.

Examples of OST programs that may be of interest to IVRS JCs include but are not limited to the following:

- Assembly Training
- Food Service Training, Food Handler Training
- Industrial Skills Training
- Retail Training
- Custodial Training
- Grounds and Maintenance Training
- Environmental Services Training
- Hospitality Training
- Health Care Training
- Light Manufacturing Training
- Forklift Training
- Warehouse Training
- Hotel Services Training
- Basic Computer Training
- Keyboarding Training
- Intermediate Computer Training
- Direct Service Provider (DSP) Training
- Customer Service Training

- Occupations/skills related to STEM careers

**4.1.7** The State of Iowa Regional Areas where respondents may choose to deliver services have been identified within the IVRS Regional offices. Map is available at <https://ivrs.iowa.gov/locations-list-view>.

#### **4.2 Reporting Requirements**

Respondent shall provide a program report within 30 days after the IVRS JC's OST program ends. Supporting documentation should be included with the report submission. This report will include the following: A progress report and time sheet will be provided to IVRS itemizing the time period billed, hours worked, payment amount and documentation of achievement of performance measures and recommendations or certificate of completion.

#### **4.3 Performance Measures**

The following are the performance measures for an OST program. If a performance measure is not met, funding for the program may be jeopardized unless a corrective action plan is implemented.

1. The OST program will increase the number of successful ("Status 26") closures resulting from participation in the program from the prior year. The first year of the contract is considered the baseline year for determining this number.
2. To be considered a successful closure, a JC must meet the criteria established for a CIE as outlined below. All JC's closed successfully must:
  - a. work on a full-time or part-time basis;
  - b. earn at or above minimum wage;
  - c. earn not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities, and who are in similar occupations by the same employer, and who have similar training, experience, and skills;
  - d. be eligible for the level of benefits provided to other employees;
  - e. work in a location where the employee interacts with other persons who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not individuals with disabilities and who are in comparable positions interact with other persons, and;
  - f. have opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.
  - g. Employment position obtained is consistent with the agreed upon employment goal stated in the Individual Plan for Employment.

3. Maintain a success rate of 55.8% or above annually.

An Annual Report will be provided by IVRS for review with the CRP provider with OST outcome information that includes: IVRS expenditures; numbers served; hourly wage and hours worked per week.

OST programs funded by IVRS should acknowledge IVRS as a partner in any marketing materials developed by a CRP. IVRS requires input and approval for marketing materials prior to publishing.

## SECTION 5      SPECIFICATIONS

### Overview

The successful Respondent shall provide the goods and/or services to the State using the Contract in accordance with the specifications as provided in this Section. The Respondent shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the specification. Proposals must thoroughly 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 (Pass/Fail) Specifications**

All items listed in this section are Mandatory (Pass/Fail) 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** List curriculum to be used in each proposed OST training program for which Respondent desires that the State consider for award. (A list of examples of possible OST programs is located in the Scope of Work Section 4.1.6.)

**5.1.2** Certification(s) showing Respondent’s qualifications to provide proposed training in each of the Respondent’s proposed OST programs.

**5.1.2.1**      NOTE: It is the policy of the IVRS to use Community Rehabilitation Programs that are accredited by the appropriate accreditation organizations such as the Commission on Accreditation of Rehabilitation Facilities (CARF); the Council on Quality and Leadership (CQL); the International Center for Clubhouse Development; Project Search International; and the Joint Commission on Accreditation of Health Organizations (JCAHO).

#### **5.1.3 Insurance**

A. Coverage. At its sole expense, awarded Contractor(s) shall maintain in full force and effect, with reputable insurance companies authorized to do business in the state, insurance of the types and in the amounts necessary to cover claims and liability arising out of its performance or failure to perform its obligations under this Contract. The insurance policies shall remain in full force and effect for the entire

term of this Contract, including any renewal terms, and shall not be canceled or changed except after thirty (30) days' written notice to IVRS.

- B. Claims provisions. All insurance policies required by this Contract shall provide coverage for all claims arising from activities occurring during the term of the policy, regardless of the date the claim is filed or the expiration of the policy.
- C. Certificates of insurance. Contractor shall submit certificate(s) of insurance evidencing insurance coverage to IVRS for approval prior to execution of the Contract.
- D. No limitation of liability. IVRS's acceptance of the insurance certificates shall not relieve Contractor nor operate as a waiver of any obligation imposed by this Contract.  
Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.
- E. The Contract will require the successful Respondent(s) 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.

<b>Type of Insurance</b>	<b>LIMIT</b>	<b>AMOUNT</b>
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

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

**5.1.4** Confirmation that respondent is able to be approved as a vendor for the State of Iowa.

## **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. Provide as much detail as possible to support evaluation process.

- 5.2.1** For each proposed OST program, describe the program and services in expanded detail (refer to RFP Section 4 Scope of Work for more information about IVRS expectations and what to consider including in your response).
- 5.2.2** Number of JCs served in ANY OST programs delivered by Respondent [to IVRS] in the past (if applicable). Include the number served in the past broken down for each OST program proposed in this RFP.
- 5.2.3** Provide the success rate of JCs served in ANY OST programs delivered by Respondent [to IVRS] in the past (if applicable). Include the success rate of past delivered OST programs broken down for each OST program proposed in this RFP.
- 5.2.4** Provide information about the years of experience respondent has had providing training services to individuals with disabilities including the successful employment rate resulting from the training. Also clarify the experience, if any, that respondent has had providing the specific proposed OST programs and what that experience entailed. Include information about any industry-related certifications that serve to enhance the services that respondent provides.
- 5.2.5** Share information on any collaboration or experiences with school districts.
- 5.2.6** Explain and document relationships respondent has developed with business partners in the specific categories of proposed OST training.
- 5.2.7** Describe any history of collaboration and partnerships that respondent has had with IVRS including any outcome data resulting from specific programs as well as fees for services outcomes.

<b>SECTION 6      EVALUATION AND SELECTION</b>
--

**6.1 Introduction**

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent 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 Technical Proposals. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity who must approve the recommendation.

**6.3 Technical Proposal Evaluation and Scoring**

All Technical Proposals will first be reviewed to determine if they comply with the Section 5.1 Mandatory (Pass/Fail) Specifications. The Technical Proposals will then be evaluated and scored on the Scored Technical Specifications described in Section 5.2. 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 Scored Technical Specifications.

An addendum identifying the points assigned to evaluation criteria and minimum score will be posted on the closing date of the RFP.

**6.4 Cost Proposal**

The Cost Proposal will remain sealed during the evaluation of the Technical Proposals and any demonstrations. Only the Cost Proposals of prospective Respondents who obtain the minimum score for their Scored Technical Specifications will be opened. When a Technical Proposal does not meet the minimum score, the associated Cost Proposal will remain unopened and will be deleted upon request after the Lead State Agency issues a Notice of Intent to Award the Contract. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the Agency in evaluating, Cost Proposals may be evaluated and points awarded as follows:

- 1) The Cost Proposals will be ranked from least to most expensive within each OST program category.



- 2) The least expensive Cost Proposal for each individual OST program category shall receive the maximum number of points available.
- 3) To determine the number of points to be awarded to all other Cost Proposals within that OST program category, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals for that OST program category will be used as the denominator per the example below.
- 4) The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant Respondents for that OST program category.

**Example:**

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

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

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

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

## 6.5 Total Score

The compliant Respondent's overall Technical Proposal points will be added to its Cost Proposal points (within each proposed OST program category) to obtain the total points awarded for the Respondent's Proposal for that individual OST program category.

The State of Iowa reserves the right to award to one or more vendors in each of the prospective OST program categories for which responsible RFP proposal responses are received.

## 6.6 Tied Score and Preferences

**6.6.1** An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

**6.6.2** Notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.

- 6.6.3** In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Respondents complying with ESGR standards.
- 6.6.4** Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.
- 6.6.5** Preferences required by applicable statute or rule shall also be applied, where appropriate.

<b>SECTION 7      CONTRACT TERMS AND CONDITIONS</b>
---

**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 by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the General Terms and Conditions for Services Contracts (see cover page link), the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the General Terms and Conditions for Services Contracts shall be incorporated into the Contract unless Agency has explicitly accepted the Respondent's objection or amendment in writing.

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

**By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions for Services Contracts 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 for Services Contracts language it proposes to include in place of the provision. If Respondent's exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.**

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

- 7.1.1** Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;

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

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award issued by the Agency as terms and conditions with which the agency will or will not agree or further negotiate shall be part of the Contract, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications Respondent may request and may accept Respondent's proposal under the terms and conditions of this RFP and the Terms and Conditions.

## **7.2 Contract Terms and Conditions – No Material Changes/Non-Negotiable**

Notwithstanding anything in this RFP to the contrary, Respondent may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

### **7.2.1 Indemnification**

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Respondents, or any other entity, against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words "indemnity" or "indemnify," are not clauses to which the State may agree. The State will not agree to a clause that includes the language, "to the extent permitted by law" because, as explained, the State cannot indemnify Respondents to any extent.

### **7.2.2 Limitation of Liability**

Iowa Code section 8A.311(22) and 11 Iowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

### **7.2.3 Jurisdiction and Venue**

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree

to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

#### **7.2.4 Confidentiality**

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code chapter 22.

#### **7.2.5 Unliquidated Expenses (i.e., Attorney Fees, Add-ons, or Cost Increases)**

The State may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate those funds that have been appropriated to it by the Iowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

### **7.3 Contract Length**

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

### **7.4 Payment Terms**

#### **7.4.1 Payment Methods**

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

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

The State of Iowa may make payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

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

#### **7.4.3 State Warrant**

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

#### **7.4.4 Credit card or ePayables**

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 7.7 of the RFP. Respondents must provide a statement regarding their ability to meet the requirements in this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

#### **7.4.5 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:

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

**7.4.5.2** 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;

**7.4.5.3** 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);

**7.4.5.4** 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;

**7.4.5.5** Contractor shall confirm that the name of purchaser matches the name on the card;

**7.4.5.6** Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;

**7.4.5.7** Contractor shall shred any documentation with credit card numbers.

#### **7.4.6 Payment Term Length**

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

#### **7.4.7 Respondent Discounts**

Respondents shall state in their Cost Proposals whether they offer any payment discounts.

**7.4.8 Prompt Payment Discount**

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

**7.4.9 Invoices**

Any invoices submitted must comply with applicable rules concerning payment of claims, including but not limited to those set forth at Iowa Administrative Code chapter 11—41.

**Attachment #1 Form 22 – Request for Confidentiality**

**SUBMISSION OF THIS FORM 22 IS REQUIRED**

**THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.**

**1. Confidential Treatment Is Not Requested**

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

**2. Confidential Treatment of Information is Requested**

Respondent requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Respondent believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

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

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

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

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



**Part 1 – No Confidential Information Provided**

**Confidential Treatment Is Not Requested**

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

This Form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form completed and signed in its Proposal.

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

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

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

**Part 2 - Confidential Treatment is Requested**

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

**NOTE:**

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

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

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

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

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

- ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Respondent’s submittal to request confidentiality or rejection of the Proposal as being non-responsive.***
- ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.***

\_\_\_\_\_ Company

\_\_\_\_\_ RFP Number

\_\_\_\_\_ RFP Title

\_\_\_\_\_  
Signature (required)

\_\_\_\_\_  
Title

**ATTACHMENT #2  
COST PROPOSAL**

**1. Cost Proposal and Narrative Submission Instructions**

The Respondent shall provide its Cost Proposal and Narrative in a separately sealed envelope for the proposed goods and/or services. All prices are quoted pursuant to the terms and conditions of this RFP. Respondent's Cost Proposal and Narrative shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, uniforms, etc. in prices) for each of the proposed OST category services. Such costs shall be broken down by the specific categories and areas of the State for which respondent seeks to be awarded under this RFP and a proposed Per JC Cost for EACH category shall be presented. (This Per JC Cost must include ALL costs proposed for delivery of that OST program during a one-year period.) State will evaluate and score costs on a Per JC, Per Year Cost basis for each of the OST categories respondent proposes. All pricing to be FOB Destination, freight cost, and all expenses included. Refer to Edgar 2 CFR Part 200, subpart E for Cost Principles at: <http://www.ecfr.gov/cgi-bin/text-idx?SID=72e9a81f471f3979392f85bfc2489e0e&mc=true&node=sp2.1.200.e&rgn=div6>

**2. Cost Proposal**

The Cost Proposal should present the proposed OST Program Activities Budget and Narrative in the following manner:

- 1) Outline/agenda of the activities that will occur during the program, which would include the length of the program, the days/times per week when the program will be held and the types of activities arranged. A list of possible OST service categories follows (Note: List is not necessarily exhaustive and State will consider other categories that respondent may propose. Proposed OST do not include programs such as: Project Search, CVS's Abilities in Abundance and Walgreen's REDI program.)
  - Assembly Training
  - Food Service Training, Food Handler Training
  - Industrial Skills Training
  - Retail Training
  - Custodial Training
  - Grounds and Maintenance Training
  - Environmental Services Training
  - Hospitality Training
  - Health Care Training
  - Light Manufacturing Training
  - Forklift Training
  - Warehouse Training
  - Hotel Services Training
  - Basic Computer Training

- Keyboarding Training
- Intermediate Computer Training
- Direct Service Provider (DSP) Training
- Customer Service Training
- Occupations/skills related to STEM careers

The State of Iowa Regional Areas where respondents may choose to deliver services have been identified within the IVRS Regional offices. Map is available at <https://ivrs.iowa.gov/locations-list-view>.

- 2) An estimate for the numbers to be served should be included along with the proposed cost per JC per each proposed activity category and area of the State for a one-year period of time. For comparison purposes, the State will evaluate respondent proposed costs on a per JC, per one-year cost basis for the particular OST program proposed. **ALL** expected costs, including if applicable personal protective equipment (PPE), uniforms, workbooks and stipends, should be rolled into the Per JC Cost.

Deliverable Item	Per JC Cost (Per Year)(includes ALL program costs)
EXAMPLE 1: Food Service Training delivered in Waterloo area	\$XXX per JC
EXAMPLE 2: Basic Computer Training delivered in Des Moines area	\$XXX per JC
<b>TOTAL COST:</b>	

**3. Cost Proposal and Narrative Explanation**

1) When developing their Cost Proposal, respondents are encouraged to become familiar with and follow the guidance concerning allowable costs in the following two websites:

Costs should be necessary, allowable, allocable, and reasonable in accordance with Federal Regulations at 2CFR Part 200, subpart E for Cost Principles <https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=cfd4f86bda366931793de68b2c485294&mc> and any other applicable laws, rules, regulations, and policies.

Costs should be in accordance with State of Iowa Policies located at <https://das.iowa.gov/stateaccounting/sae-policies-procedures-manual>

The State of Iowa, in its sole discretion, will determine the allowable costs and methods of payment for goods and/or services as part of the Contract.

2) Possible options related to calculating your proposed per JC costs.

a) Respondent determines the total annual cost of operating the program, and divides by the anticipated annual participants;

Example: Annual program cost is \$X,XXX. Annual participation is YY. Per JC cost is then equal to  $\$X,XXX / YY = \$VVV$ .

b) A second option is itemization of program expenditures for each round of the program, divided by the maximum number of JCs per each round of the training program:

Example: The following categories are by example and the proposals may or may not include these categories or other expense categories they have identified as costs of the program.

Staff Wages	\$X,XXX
Staff Benefits	\$XXX
Supplies	\$XXX
Travel	\$XXX
Uniforms	\$XXX
PPE	\$XXX
Stipends	\$XXX
Other	\$XX
Total	\$X,XXX

Total cost of \$X,XXX/ #JCs per program session = Per JC participant cost.

3) Payment Methods for costs submitted by contracted vendors: In reviewing a proposed cost analysis, IVRS can support direct service costs associated with an OST program such as program staff; wages, benefits, insurance, taxes, etc.; equipment used in direct support of the program; and miscellaneous expenses such as specified time and travel required to deliver training services. **Administrative costs are considered indirect costs and not allowable by IVRS unless your agency/entity has negotiated a federally approved indirect cost rate.**

IVRS will not be able to provide billing reimbursement for other costs that are not identified in Direct Cost expenditures. Therefore, if a respondent desires to capture these other costs, IVRS will need documentation of your federally approved indirect cost rate.