

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information

RFP Number	RFP1419297062	Title of RFP	Older American Community Service Employment	
Agency	Iowa Department of Administrative Services (DAS) on behalf of the Department on Aging			
Number of years of the initial term of the contract	1	Number of possible annual extensions	5	
Available to Political Subdivisions?	yes			
State Issuing Officer: Kelli Sizenbach Phone: 515-725-2275 E-mail: kelli.sizenbach@iowa.gov				
Mailing Address: Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines, IA 50319-0105				
PROCUREMENT TIMETABLE—Event or Action			Date/Time (Central Time)	
State Posts Notice of RFP on TSB website			2/7/19	
State Issues RFP			2/9/19	
RFP written questions, requests for clarification, and suggested changes from Respondents due			2/13/19	
Proposals Due			2/19/19 /3:00 P.M.	
Relevant Websites				
Internet website where Addenda to this RFP will be posted http://bidopportunities.iowa.gov				
Internet website where contract terms and conditions are posted https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf 2CFR 200				
Number of Copies of Proposals Required to be Submitted: 1 Original, 1 Digital, & 2 Copies				
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 120 Days.				

SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) for the initial period identified on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.2 Definitions

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

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

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

“Community Service Assignment” means part-time, temporary training paid with grant funds in projects at host agencies through which eligible individuals are engaged in community service and receive work experience and job skills that can lead to unsubsidized employment.

“Consumer” means an individual eligible for services pursuant to the Older Americans Act and Iowa Code Chapter 231.

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

“Deliverable” means the completion of a milestone or accomplishment of a task.

“Eligible Applicant” means an Applicant that has the capability in all respects to perform the requirements of a sub-grantee as required by the Older Americans Act-Title V, 20 CFR 641, Iowa Code 231, and 17 IAC 10.

“Equitable distribution” means the ratio of the total Title V authorized positions operated by the department and national sponsors compared to the number of authorized positions established on the basis of the eligible population.

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

“Host agency” means a public agency or a private nonprofit organization exempt from taxation under § 501(c)(3) of the Internal Revenue Code of 1986 which provides a training work site and supervision for one or more participants. Political parties cannot be host agencies. A host agency may be a religious organization as long as the projects in which participants are being trained do

not involve the construction, operation, or maintenance of any facility used or to be used as a place for sectarian religious instruction or worship.

“Individual employment plan” or “IEP” means a plan for a participant that is based on an assessment of that participant conducted by the grantee or sub-recipient, or a recent assessment or plan developed by another employment and training program, and a related service strategy. The IEP must include an appropriate employment goal (except that after the first IEP, subsequent IEPs need not contain an employment goal if such a goal is not feasible), objectives that lead to the goal, a timeline for the achievement of the objectives; and be jointly agreed upon with the participant.

“Low income” means any person or persons whose actual individual or family income is not more than 125 percent of the poverty guidelines issued annually by the Department of Health and Human Services (DHHS) in accordance with Section 507(2) of the Older Americans Act.

“National sponsor” means ~~Experience Works~~, AARP Foundation, National Able Network, Senior Services of America, Inc., or any other national organization which is allocated positions by the U.S. Department of Labor.

“One-stop delivery system” means a system under which employment and training programs, services, and activities are available through a network of eligible One-Stop partners, which assures that information about and access to career services are available regardless of where the individuals initially enter the workforce development system

“Participant” means an individual who is determined to be eligible for the SCSEP, is given a community service assignment, and is receiving any service funded by the program as described in subpart E.

“Physical examination” means a medical examination performed by a physician or a medical professional under the supervision of a physician to determine if a participant is capable of fulfilling the duties of a training assignment.

“Physical examination waiver” means a signed statement by a participant or an applicant which verifies that the participant or applicant was offered the opportunity to take a physical examination but refused.

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

“Quarterly progress report” means the report on participant activity and characteristics submitted to the U.S. Department of Labor from information gathered from the subproject sponsors at the end of every three-month period during the fiscal year.

“Respondent” means the company, organization or other business entity 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.

"Senior Community Services Employment Program" or "SCSEP" means the U.S. Department of Labor's commonly referred to name for the Title V program.

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

"Sub-grantee" means a public or private nonprofit organization that provides program services on behalf of the grantee. Sub-grantees are required to follow all applicable laws, rules, regulations and policy advisories.

"Supportive services" means services to enable a participant to successfully participate in the community services employment program which may include the payment of reasonable cost of transportation, health and medical services, special job-related or personal counseling, incidentals (such as work shoes, badges, uniforms, eyeglasses, and tools), child and adult care, temporary shelter, and follow-up services.

"Training site" means the actual location where participants perform their duties.

"Unsubsidized employment" means a position where wages, fringe benefits and other expenses for a terminated participant are not paid with older American community service employment program fund.

"Workforce Innovation and Opportunity Act (WIOA)" means the law providing the framework for a national workforce preparation and employment system designed to meet both the needs of the nation's businesses and the needs of job seekers and those who want to further their careers. [ARC 9841B, IAB 11/2/11, effective 12/7/11]

1.3 Overview of the RFP Process

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

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

Respondents will be required to submit their Proposals in hardcopy and on digital media (i.e. CD, USB drive, etc.). 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 5, Evaluation and Selection.

1.4 Objectives

The objective of this RFP is to identify a respondent capable of providing a high-quality Senior Community Service Employment Program by:

- Enrolling eligible individuals to fill the maximum allocated slots.
- Providing host agency job skills training to prepare participants for unsubsidized employment.
- Assisting participants with obtaining educational training (HiSET, Program Certificate, CAN, etc.), and National Career Readiness Certificates (NCRC) to better prepare them for unsubsidized employment.
- Ensure that participants achieve unsubsidized employment.
- Ensuring compliance with federal and state law.

1.5 Background

This program promotes unsubsidized employment as a result of training received in Host agencies which is called Community Service, or through training received through the Iowa Works (American Job Center) or Community Colleges, etc. Participants in this program must be unemployed, low-income individuals who are age 55 and over. Participants receive minimum or higher hourly wage for training. Additional information regarding Title V can be located on the U.S. Department of Labor (DOL) Employment & Training Administration (ETA) website at <https://www.doleta.gov/seniors/>.

Participants receive services covering job search, skill assessment, resume & interview assistance, completing application and employment counseling. Participants are encouraged to work with Iowa Workforce Development, Workforce Innovation and Opportunity Act Partners, Iowa Vocational Rehabilitation Services, Iowa Department for the Blind, and Aging & Disability Resource Centers to obtain assistance finding unsubsidized employment and other related services.

SECTION 2 ADMINISTRATIVE INFORMATION
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2.1 Issuing Officer

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

2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

2.3 Downloading the RFP from the Internet

The RFP and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/>. The Respondent is advised to check the website periodically for addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

2.4 Procurement Timetable

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

2.5 Questions, Requests for Clarification, and Suggested Changes

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

2.6 Amendment to the RFP

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

2.7 Amendment and Withdrawal of Proposal

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

2.8 Submission of Proposals

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

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

2.9 Proposal Opening

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

2.10 Costs of Preparing the Proposal

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

2.11 No Commitment to Contract

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

2.12 Rejection of Proposals

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

- 2.12.1** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.2** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specification of the RFP.
- 2.12.3** The Respondent's Proposal limits the rights of the Agency.
- 2.12.4** 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 4 of the RFP.
- 2.12.5** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.6** The Respondent fails to include proposal security, if required.
- 2.12.7** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 4 of this RFP.
- 2.12.8** 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.
- 2.12.9** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.10** The Respondent provides misleading or inaccurate responses.
- 2.12.11** 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.
- 2.12.12** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.12.13** 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 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.

2.19 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 or the State based on Respondent's misunderstanding concerning the information provided in the RFP or concerning the Agency's or the State's failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this RFP, or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a Proposal or to enter into any Contract resulting from this RFP.

2.23 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.

2.24 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. 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.

2.25 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.

2.26 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.

2.27 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.

2.28 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).

2.29 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.

2.30 No Minimum Guaranteed

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

2.31 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.

2.32 Appeals

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

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions 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** The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The envelope shall be labeled with the following information:

RFP Number: RFP1419297062
RFP Title: Older American Community Service Employment
Kelli Sizenbach
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

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

- 3.1.2** 1 Original, 1 Digital, & 2 Copies of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope.

Technical Proposal Envelope Contents

Original Technical Proposal and any copies
Public Copy (if submitted)
Technical Proposal on digital media
Electronic Public Copy on same digital
media (if submitted)

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

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

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

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

3.2 Technical Proposal

Any information provided in the Technical Proposal is subject to consideration for consideration, evaluation, and scoring. The following documents and responses shall be included in the Technical Proposal in the order given below:

Exhibit 1 - Transmittal Letter (Required)

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

Exhibit 2 - Executive Summary

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

- Statements that demonstrate that the Respondent has read and understands the terms and conditions of the RFP including the Contract provisions in Section 6.
- An overview of the Respondent's plans for complying with the specifications of this RFP.
- Any other summary information the Respondent deems to be pertinent.

Exhibit 3 - Firm Proposal Terms

The Respondent shall guarantee in writing the 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.

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.
- 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, e.g., 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 Respondent 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 technical 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.

Exhibit 6 - Financial Information

The Respondent must provide the following financial information:

- One of the following for the last three years:
 - 1). Audited financial statements
 - 2). Profit & loss statements
 - 3). Dun & Bradstreet Reports
 - 4). Tax returns
- A minimum of three (3) financial references.

Exhibit 7 - Termination, Litigation, and Debarment

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

- Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities. Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.

Exhibit 8 - 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.

Exhibit 9 - 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 10 - 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 11 - 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 12 – Mandatory Specifications

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

Exhibit 13 – Project Administration

- Describe the Respondent's organizational structure, including the purpose and function of the organization unit that will be connected with the SCSEP program.
- Provide an organizational chart showing each division.
- Describe how the SCSEP program will be staffed within your agency. Include the amount of time designated for each staff position assigned to SCSEP.
- Provide job descriptions for the SCSEP project staff.
- Describe background check procedures, including criminal, financial and abuse. (Iowa code 135C.33)
- Describe the Respondent's training program used to improve the knowledge, skills and abilities of SCSEP staff.
- Provide resumes of all staff who will be directly involved with the administrative or programmatic responsibilities regarding SCSEP.
- Describe how the financial aspects of SCSEP will be managed.
- Describe how internal project evaluation will be accomplished, who will be responsible for evaluation, what criteria will be used, and what methods will be used to prescribe remedial action when necessary.
- Provide the agency's grievance procedures.

Exhibit 14 – Project Approach/Action Plan

- Describe how the Respondent will ensure adherence to SCSEP regulations will be followed at all times.

- Describe the methods and resources that will be used to recruit project participants. Describe specific methods and resources for assuring the equitable participation of those most in need.
- Describe how you will use all the resources available in your local workforce office to enhance and promote the employment of older Iowans.
- Describe how you will collaborate with the IWD Business services team, Skilled Iowa, Future Ready Iowa, and WIOA program managers.
- Describe how you will connect with your local Iowa Vocational Rehabilitation Offices in order to enhance the employment opportunities for Older Iowans with disabilities.
- Describe activities that will be included to connect participants with all services available through your local American Job Center.
- Describe in detail the steps to be taken, or the procedures to be used, to accomplish a smooth, uninterrupted transition of all participants from the current sub-grantee(s) to your agency should your agency be selected.

Exhibit 15 – Host Agencies

- Describe participant and host agency/work-site orientation procedures to be used. Include who will provide orientation, when, how, and what information will be provided.
- Describe the types of host agencies/work sites to be used, the procedure and criteria for their selection, and assurances that the agency provides the appropriate supports the participant might need.
- Describe the procedures to be used for monitoring work sites including who will monitor, when, for what purpose, and how documentation will be maintained.
- Explain methods and procedures that will be used to determine that participating non-profit agency work sites are exempt from taxation under the provisions of Section 501c(3) of the IRS Code of 1954.
- Describe and/or provide the agreement that will be used with host agencies to assure that proper orientation, supervision, and safe working conditions will be provided to participants.
- Describe the steps to be taken to ensure compliance with the maintenance of effort regulation (20 CFR § 641.844).

Exhibit 16 – Pre-Employment

- Describe how you will document that the IEP was developed in partnership with the participant. Include how the respondent will document that the IEP reflects the needs of the participant as indicated by the assessment, as well as, the expressed or assessed interests, transferable skills, disability and talents of the participant.
- Describe the process that will be used for offering the initial physical examinations and succeeding annual physical examinations. Indicate how you will encourage participants to take advantage of the offer and how the offers will be documented.
- Describe what attempts will be made to secure physical examinations at no or low cost to the program.
- Describe the supportive services to be provided to participants. Indicate the methods that will be used for determining needs and the resources available, the methods that will be used for follow-up, and how services will be documented.
- Describe the procedures to be used for providing/ensuring services to applicants determined ineligible for the SCSEP program.
- Describe the process and the schedule for re-certifying all participants and the action to be taken when participants are found to be ineligible for enrollment.

- Describe how the need for job-related training prior to subsidized placement will be determined, how it will be provided and by whom.
- Explain how you will collaborate with other training entities or funding streams in order to meet the specific training for each individual.
- Describe linkages with Community Colleges, IVRS, WIOA, and other training available in the areas that you serve and how you will facilitate access for your participants.

Exhibit 17 – Employment Placement

- Describe the mechanism that will be used for promoting the prevention and elimination of discrimination in employment.
- Describe the procedures to be followed when assessing participant skill level, job readiness, job preferences, potential for transition into unsubsidized employment and supportive service needs.
- Describe how you will access some of these employment tools available through Iowa Workforce Development. Department of Labor SCSEP rules are very prescriptive on how often to assess and reassess participants. Using the rules in 20 CFR § 641, develop a plan of action on how you will satisfy DOL's requirements.
- Describe how placement of participants into subsidized employment will be accomplished. Include the types of community service activities that will be emphasized, methods to be used to match participants with work assignments, and the extent to which participants will be placed in work assignments involving administration of SCSEP.
- Describe the procedure and criteria to be used for developing participant job descriptions for subsidized employment.
- Describe in detail what methods, procedures and steps will be used for placing participants into unsubsidized employment.
- Describe how you will demonstrate that the SCSEP training position resulted in the placement.
- Describe how you will document that the participant has increased earnings as a result of training.
- Identify what staff positions will be responsible for enrollee employability planning, job development efforts, private sector initiatives and resource-mobilization effort.
- Describe the procedure to be used for assessing participant job performance, including who will perform the assessment, frequency of the assessments, and how documentation will be maintained and utilized.
- Describe follow-up methods to be used for both unsubsidized placements and other terminations per federal guidelines. Following participants placed in unsubsidized employment is critical to their success and also is reflected in our performance measures.
- Describe fully the system for due process which will be used in cases where an adverse action is contemplated against a participant or in any case where an applicant wishes to dispute an unfavorable determination.
- Provide a written copy of your agency's grievance procedures which will be issued to each applicant. These procedures must be discussed during the enrollee's orientation to the project. All participants terminated for cause must be issued another copy of the procedures at the time of termination. SCSEP sub-grantees must follow the procedures described in 20 CRF 641.910.

Exhibit 18 – Implementation Plan

Describe recommended implementation strategy including on-site coordination and support services, best practice consulting options and professional services.

- Provide an estimate of State of Iowa staff time required to complete the implementation.

- Please describe Respondent’s experience with implementations similar in size. Please provide an implementation schedule, based on weekly milestones (not dates).

Exhibit 19 – Optional Features

Provide detailed information for any optional items that may be available.

Exhibit 20 - Addendums

Provide signed copy of posted RFP addendums.

Exhibit 21 - Request for Confidentiality

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

Exhibit 22 – Performance-Based Criteria

Performance-based measures are required to be included in any State contract pursuant with Iowa Code section 8.47 (1).

- Describe any performance-based incentives and disincentives that the Respondent would propose including in the resulting contract.
- What standards have you set for Respondent’s account representatives? How are they measured?
- Are the results shared with the representatives and Respondent’s clients?
- What results are shared and how often?

3.3 Payment

3.3.1 Payment Methods

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

3.3.1.1 Credit card or ePayables

The State of Iowa’s Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa’s Terms of Pcard Acceptance, as provided in Section 6.6 of the RFP. Respondents must provide a statement regarding their ability to meet the requirements I this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

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

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

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorized_form.pdf

3.3.1.3 State Warrant

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

3.3.2 Payment Terms

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

3.3.3 Respondent Discounts

Respondents shall state in their Proposal whether they offer any payment discounts, including but not limited to:

3.3.3.1 Prompt Payment Discount

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

SECTION 4 SPECIFICATIONS

Overview

The successful Respondent 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.

All items listed in this section are Mandatory Specifications. Respondents must indicate either **“yes”** or **“no”** to each specification in their Proposals and provide an explanation as to how the specification is met. 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 that the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

4.1 Requirements

4.1.1 Ability to provide the service without subcontractors.

4.1.2 Ability to provide services to all counties awarded slots for the State of Iowa Grant.

4.2 Implementation

Upon award of a Contract for services the Agency shall negotiate an implementation schedule with the successful Respondent.

4.3 Training

Respondent will provide general user training and administrator training.

SECTION 5 EVALUATION AND SELECTION
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5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest value to the State. The Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State.

5.2 Evaluation Committee

The Agency will use an evaluation committee to conduct a comprehensive, fair, and impartial evaluation of Technical Proposals received in response to this RFP. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity that must approve the recommendation.

5.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications. 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 Technical Proposal must:

- Answer “Yes” to all parts of Section 4 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 Technical Proposal. If a Technical Proposal does not meet the minimum score, it will be rejected.

An addendum identifying the points assigned to the scoring criteria and identifying the minimum score for the Technical Proposal will be posted prior to the RFP closing.

5.4 Tied Score and Preferences

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

5.4.2 Notwithstanding the foregoing, if a tied bid 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 bid involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.

5.4.3 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 bid, shall be given to Iowa Respondents complying with ESGR standards.

5.4.4 Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.

5.4.5 Preferences required by applicable statute or rule shall also be applied, where appropriate.

SECTION 6 CONTRACT TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

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

The Contract terms and conditions in this Section 6 and the General Terms and Conditions will be incorporated into the Contract. The General Terms and Conditions may be supplemented at the time of Contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract.

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

The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served.

6.2 Contract Length

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

6.3 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

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.

6.4 Reports

The Contractor shall provide an electronic detailed quarterly report on all sales made under this agreement within the State of Iowa via E-Mail to the Iowa Department of Administrative Services, CPB Procurement, Attn: Kelli Sizenbach, Kelli.Sizenbach@Iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Vendor proposals must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

6.5 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:

- 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.

6.6 Administrative Fee

Without affecting the approved Product or Service prices or discounts specified in the Master Agreement, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the State, made payable to the "Iowa Department of Administrative Services – Central Procurement".

**Attachment #1
Certification Letter**

(Date) _____

Kelli Sizenbach, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Re: RFP1419297062- PROPOSAL CERTIFICATIONS

Dear Kelli:

I certify that the contents of the Proposal submitted on behalf of **(Name of Respondent)** in response to **Iowa Department of Administrative Services** for RFP1419297062 for an Older American Community Service Employment Service are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

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

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

Certification Regarding Debarment

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.

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) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

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

- Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
- Respondent is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #2
Authorization to Release Information Letter

(Date) _____

Kelli Sizenbach, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Re: RFP1419297062- AUTHORIZATION TO RELEASE INFORMATION

Dear Kelli:

(Name of Respondent) hereby authorizes the **Iowa Department of Administrative 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 RFP1419297062.

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

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

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

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

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

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

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM IF NO INFORMATION PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM IF THE PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

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

2. Confidential Treatment of Information is Requested

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

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

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

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

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

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

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

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

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

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

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

Part 2 - Confidential Treatment is Requested

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

NOTE:

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

Date

**Attachment #4
Response Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
One (1) original, two (2) copies of the Bid Proposal and One (1) electronic copy on digital media.		
One (1) Public Copy with Confidential Information Excised (optional)		
Technical Proposal		
Exhibit 1 - Transmittal Letter		
Exhibit 2 - Executive Summary		
Exhibit 3 - Firm Proposal Terms		
Exhibit 4 - Respondent Background Information		
Exhibit 5 - Experience		
Exhibit 6 - Financial Information		
Exhibit 7 - Termination, Litigation, and Debarment		
Exhibit 8 - Criminal History and Background Investigation		
Exhibit 9 - Acceptance of Terms and Conditions		
Exhibit 10 - Certification Letter		
Exhibit 11 - Authorization to Release Information		
Exhibit 12 - Mandatory Technical Specifications		
Exhibit 13 – Project Administration		
Exhibit 14 – Project Approach / Action Plan		
Exhibit 15 – Host Agencies		
Exhibit 16 – Pre-Employment		
Exhibit 17 – Employment Placement		
Exhibit 18 - Implementation Plan		
Exhibit 19 – Optional Features		
Exhibit 20 - Addendums		
Exhibit 21 – Request for Confidentiality		
Exhibit 22 – Performance-Based Criteria		

Attachment #5
SCSEP State Terms and Conditions

1. Order of Precedence

In the event of any inconsistency between the terms and conditions of this Notice of Award and other requirements, the following order of precedence shall apply:

- A. The Older Americans Act of 1965, as amended through later laws, including the Older Americans Act Reauthorization Act of 2016, Public Law 114-144, enacted April 19, 2016;
- B. Other applicable Federal statutes;
- C. Consolidated Appropriations Act of 2017 (Pub.L.115-31);
- D. Implementing Regulations
- E. Executive Orders;
- F. OMB Circulars, including the Uniform Guidance at 2 CFR 200 and 2900
- G. DOL-ETA Directives;
- H. Terms and conditions of this award.

2. Training and Guidance Letter (TEGL) 28-16

The TEGL 28-16 https://wdr.doleta.gov/directives/corr_doc.cfm?docn=9709 is hereby incorporated into this Notice of Award. Recipients are bound by the authorizations, restrictions, and requirements contained in the TEGL. Expenditure of grant funds certifies that your organization has read and will comply with all parts of the Notice of Award.

3. Approved Statement of Work

The award recipient's project narrative is taken as the Statement of Work. It has been included as Attachment D. If there is any inconsistency between items specified in the project narrative and the program statute, appropriation, regulations, Executive Orders, Uniform Guidance, OMB Circulars, and DOL-ETA directives, the order of precedence will prevail.

4. Approved Budget

The recipient's budget documents are attached in this Notice of Award. The documents are: 1) the SF-424, included at Attachment A; 2) the SF-424 A, included at Attachment B; and 3) the Budget Narrative, included at Attachment C. The recipient must confirm that all costs are allowable before expenditure. Pursuant to 2 CFR 2900.1, approval of the budget as awarded does not constitute prior approval of those items specified in 2 CFR 200 or this grant award as requiring prior approval. The Grant Officer is the only official with the authority to provide such approval.

5. Resources and Information

Additional resources and information to assist you is located on the ETA website at <https://www.doleta.gov/grants/resources.cfm>. This site contains information about the Uniform Guidance, grant terms and conditions, financial reporting, indirect costs, recipient training resources, and other relevant information.

6. Evaluation, Data, and Implementation

The recipient must cooperate with the DOL in the conduct of a third-party evaluation, including providing DOL or its authorized contractor with appropriate data and access to program operating personnel and participants in a timely manner.

7. Indirect Cost Rate and Cost Allocation Plan

- A.** A current federally approved Negotiated Indirect Cost Rate Agreement (NICRA) or current federally approved Cost Allocation Plan (CAP) has been provided – copy attached. For a NICRA only:
- (1) Indirect Rate approved: %
 - (2) Type of Indirect Cost Rate: _____ (i.e. Provisional/Predetermined/Fixed)
 - (3) Allocation Distribution Base: _____
 - (4) Current beginning and ending period applicable to rate: _____

Estimated Indirect Costs are shown on the SF-424A budget form. If a new NICRA is issued during the grant’s period of performance, it must be provided to DOL within 30 days of issuance. Funds may be re-budgeted as necessary between direct and indirect costs consistent with 10% Budget Flexibility term within this agreement, grant requirements and DOL regulations for prior approval, however the total amount of grant award funding will not be increased. Any budget changes impacting the Statement of Work and agreed upon outcomes or deliverables require a request for modification and prior approval from the Grant Officer.

- B.** (1) _____ Latest NICRA or CAP approved by the Federal Cognizant Agency (FCA) is not current, or
 (2) _____ An indirect cost rate proposal or CAP has not been submitted for approval.

URGENT NOTICE: Estimated indirect costs have been specified on the SF-424A, Section B, Object Class Category “j”, however only 10% of Personnel line or total Indirect line (whichever is less] will be released to support indirect costs in the absence of a NICRA or CAP approved by the cognizant agency. The remaining funds which have been awarded for Indirect Costs are restricted and may not be used for any purpose until the recipient provides a signed copy of the NICRA or CAP and the restriction is lifted by the Grant Officer. Upon receipt of the NICRA or CAP, the Grant Officer will issue a grant modification to the award to remove the restriction on those funds.

The recipient must submit an indirect cost rate proposal or CAP. These documents should be submitted to DOL’s Division of Cost Determination (DCD) or to the recipient’s FCA. In addition, the recipient must notify the Federal Project Officer (FPO) that the documents have been submitted to the appropriate FCA. If this proposal is not submitted within 90 days of the effective date of the award, no funds will be approved for the reimbursement of indirect costs. Failure to submit an indirect cost proposal by the above date means the recipient will not receive further reimbursement for indirect costs until a signed copy of the federally approved NICRA or CAP is provided and the restriction is lifted by the Grant Officer. All indirect charges must be returned through the Payment Management System and no indirect charges will be reimbursed.

The total amount of DOL’s financial obligation under this grant award will not be increased to reimburse the recipient for higher negotiated indirect costs.

- C.** The recipient elected to exclude indirect costs from the proposed budget. Please be aware that incurred indirect costs (such as top management salaries, financial oversight, human resources, payroll, personnel, auditing costs, accounting and legal, etc. used for the general oversight and administration of the organization) must not be classified as direct costs; these types of costs are indirect costs. Only direct costs, as defined by the

applicable cost principles, will be charged. Audit disallowances may occur if indirect costs are misclassified as direct costs in accordance with 2 CFR 200.412.

- D.** The recipient has never received a negotiated indirect cost rate and, pursuant to the exceptions noted at 2 CFR 200.414(f) in the Cost Principles of the Uniform Guidance has elected to charge a de minimis rate of 10% of modified total direct costs (see 2 CFR 200.68 for definition of MTDC) which may be used indefinitely. Governmental departments or agencies that receive more than \$35 million in direct Federal Funding must submit an indirect cost rate proposal and cannot request a de minimis rate. This methodology must be used consistently for all Federal awards until such time as you choose to negotiate for an indirect cost rate, which you may apply to do at any time. (See 2 CFR 200.414(f) for more information on use of the de minimis rate.)

If DOL is your FCA, recipients must work with DOL's DCD, which has delegated authority to negotiate and issue a NICRA or CAP on behalf of the Federal Government. More information about DOL's DCD is available at <http://www.dol.gov/oasam/boc/dcd/>. This website has guidelines to develop indirect cost rates, links to the applicable cost principles, and contact information. The DCD also has Frequently Asked Questions providing general information about the indirect cost rate approval process and due dates for provisional and final indirect cost rate proposals at <http://www.dol.gov/oasam/faqs/FAQ-dcd.htm>.

Starting the quarter ending September 30, 2016, all grant recipients with an approved NICRA or de minimis rate must report indirect costs on their FINAL ETA-9130 Form. Please see TEGL 2-16 for additional guidance at https://wdr.doleta.gov/directives/attach/TEGL/TEGL_2-16_acc.pdf

8. Federal Project Officer

The DOL/ETA Federal Project Officer (FPO) for this award is:

Name: Gary Lewis

Telephone: (312)596-5522

E-mail: Lewis.Gary@dol.gov

The FPO is not authorized to change any of the terms or conditions of the award or approve prior approval requests. Any changes to the terms or conditions or prior approvals must be approved by the Grant Officer through the use of a formally executed award modification.

9. Return of Funds

Effective October 1st, 2017, the U.S. Department of Labor, Employment & Training Administration will no longer be accepting paper checks for any type of fund returns. All return of funds are to be submitted electronically through the Payment Management System (PMS) operated by the U.S. Department of Health and Human Resources via the same method as a drawdown.

If there are questions regarding the return of funds or your organization no longer has access to PMS, contact the U.S. Department of Labor/ETA Office of Financial Administration via email at: ETA-ARteam@dol.gov for further assistance.

10. Restrictions/Conditions

- A. In order to expedite the allotment of Program Year (PY) 2017 funds, this Notice of Award (NOA) provides a conditional approval for your PY 2017 grant document submission based on our review of your signed Standard Form 424. This includes a conditional approval of any Optional Special Requests you submitted.
- B. Grantees must submit all remaining documents listed in section 7 of TEGL 28-16 together in one email to grants.SCSEPdocs@dol.gov. Please copy your Federal Project Officer and submit those remaining documents within 30 calendar days of receipt of the NOA.
- C. If ETA approves all of your required documents, no further action is required on your part. ETA will incorporate the approved documents into the grant package via a modification and the modification will be sent to grantees as acknowledgement that the conditions have been successfully met.
- D. If ETA requests that you submit additional information in order for ETA to review and approve your entire grant package, you must respond to that request in a timely manner specified in the request e-mail that ETA will send.
- E. If ETA does not approve an Optional Special Request that impacts the budget, ETA will require that you meet the minimal SCSEP expenditure requirements defined in 20 CFR 641.870-874 for the entirety of the PY 2017 period of performance, and that you submit a modification to revise your SF424 A and Budget Narrative to reflect these expenditure requirements.

11. Cost Limitation Restrictions

A. Administrative Costs

Administrative costs under this grant are not to exceed 13.5% of the grant amount. If necessary, certain exceptions can raise this limit to up to 15% of the grant amount, but necessitate prior approval from the Grant Officer. Administrative costs, as defined in the Older Americans Act 2006 Amendments – Section 502(c)(4), are the costs, both personnel-related and non- personnel-related and both direct and indirect, associated with the following:

- 1. The costs of performing general administrative functions and of providing for the coordination of functions, such as the costs of—
 - i. accounting, budgeting, and financial and cash management;
 - ii. procurement and purchasing;
 - iii. property management;
 - iv. personnel management;
 - v. payroll functions;
 - vi. coordinating the resolution of findings arising from audits, reviews, investigations, and incident reports;
 - vii. audits;
 - viii. general legal services;
 - ix. developing systems and procedures, including information systems, required for administrative functions;
 - x. preparing administrative reports; and
 - xi. other activities necessary for the general administration of government funds and associated programs.

2. The costs of performing oversight and monitoring responsibilities related to administrative functions.
3. The costs of goods and services required for administrative functions of the project involved, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space.
4. The travel costs incurred for official business in carrying out administrative activities or overall management.
5. The costs of information systems related to administrative functions (such as personnel, procurement, purchasing, property management, accounting, and payroll systems), including the purchase, systems development, and operating costs of such systems.
6. The costs of technical assistance, professional organization membership dues, and evaluating results obtained by the project involved against stated objectives.

B. Budget Flexibility

For all Federal recipients, no transfers are permitted that would cause any funds to be used for purposes other than those consistent with this Federal program. Any budget changes impacting the Statement of Work and agreed upon outcomes or deliverables require a request for modification and prior approval from the Grant Officer. As directed in 2 CFR 200.308(e), for programs where the Federal share is over the simplified acquisition threshold (currently \$150,000), the transfer of funds among direct cost categories or programs, functions and activities is restricted such that if the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, the recipient must receive prior approval from the Grant Officer. Any changes within a specific cost category on the SF424a do not require a grant modification unless the change results in a cumulative transfer among direct cost categories exceeding 10% of total budget as noted above. It is recommended that your assigned FPO review any within-line changes to your budget prior to implementation to ensure they do not require a modification. For programs where the Federal share is below the simplified acquisition threshold, recipients are not required to receive Grant Officer approval for transfers of funds among direct cost categories. This includes transferring direct costs to the indirect cost category contained on the SF424a.

C. Consultants

For the purposes of this award, fees paid to a consultant who provides services under a program shall be limited to \$710 per day without prior approval from the Grant Officer.

D. Foreign Travel

Foreign travel is not allowable except with prior written approval. Prior written approval must be obtained from the Grant Officer through the process described in 2 CFR 200.407 and 2 CFR 2900.16. All travel, both domestic and Grant Officer-approved foreign travel, must comply with the Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available.

E. Travel

This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.474. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the non-Federal entities written policies and procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available.

F. Travel – Mileage Reimbursement Rates

Pursuant to 2 CFR 200.474(a), recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this federal award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees. The 2017 mileage reimbursement rates are: Modes of Transportation Effective/Applicability

Privately Owned Automobile
Date: January 1, 2019
Rate per mile: \$.58

Privately Owned Motorcycle
Date: January 1, 2019
Rate per mile: \$.55

Mileage rates must be checked annually at www.gsa.gov/mileage to ensure compliance.

G. Non-Federal Share (Match or Cost Share)

This award requires the recipient to provide match, a non-Federal share (match or cost share) of at least 10 percent of the total cost of activities carried out under this SCSEP grant. Per Section 502(c)(1) of the Older Americans Act and 20 CFR 641.809, DOL will pay no more than 90 percent of the total cost of activities carried out under a SCSEP grant. The costs that the recipient incurs in fulfilling its matching or cost-sharing requirement are subject to the same requirements, including the cost principles that are applicable to the use of Federal funds. Such costs must be reasonable, allocable and allowable to the program. Such costs must be verifiable in the recipient’s records, obtain prior approval where required, and adhere to the guidelines specified in 2 CFR 200.306. The non-Federal share, whether in cash or in-kind, is expected to adhere to the same cost limitations. The recipient cannot claim a cost as both an allowable cost and as match expenditure. The recipient must meet its cost share commitment over the life of the award. Cost share or match must be reported on the ETA-9130 quarterly financial report under the Recipient Share section.

H. WIOA Infrastructure

WIOA sec. 121(b)(1)(B) and 20 CFR 678.400 require the following programs to be one-stop partners: A. WIOA title I programs: Adult, Dislocated Worker, and Youth formula programs; Job Corps; YouthBuild; Native American programs; National Farmworker Jobs Program (NFJP); B. Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III; C. Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965; D. Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974; E. Unemployment Compensation (UC) programs; F. Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.; and G. Reentry Employment Opportunities (REO) programs

(formerly known as Reintegration of Ex-Offenders Program (RExO)) authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169;

All one-stop partner programs including all programs funded under title I of WIOA are required to contribute to the infrastructure costs and certain additional costs of the one-stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700 and 678.760. The sharing and allocation of infrastructure costs between one-stop partners is governed by WIOA sec. 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained in the Uniform at 2 CFR part 200 (Uniform Guidance) and DOL's exceptions at 2 CFR part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements.

12. Administrative Requirements

A. Assurances and Certifications

The signed SF-424, Application for Federal Assistance, has been included as an attachment to this grant. The individual that signed the SF-424 on behalf of the applicant is considered the Authorized Representative of the applicant. As stated in block 21 of the SF-424 form, the signature of the Authorized Representative on the SF-424 certifies that the organization is in compliance with the Assurances and Certifications form SF-424B (available at <http://apply07.grants.gov/apply/forms/sample/SF424B-V1.1.pdf>). You do not need to submit the SF-424B form separately.

B. Audits

Organization-wide or program-specific audits shall be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance which apply to audits for fiscal years beginning on or after December 26, 2014. Recipients of DOL awards including for-profit and foreign entities that expend \$750,000 or more in a year in Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501.

OMB's approved exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. For-profit and foreign entities that are recipients or subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200.

C. Closeout/Final Year Requirements

At the end of the grant period, the recipient will be required to close the grant with ETA. The recipient will be notified approximately 15 days prior to the end of the period of performance that the closeout process will begin once the grant ends. Information concerning the recipient's responsibilities at closeout may be found in 2 CFR 200.343. During the closeout process, the grantee must be able to provide documentation for all direct and indirect costs incurred. Specifically, if an organization is claiming indirect costs, the documentation required is a Negotiated Indirect Cost Rate Agreement or Cost Allocation Plan issued by the grantee's Federal cognizant agency. Documentation for those approved to utilize a de minimis rate for indirect costs is demonstrated through the grant agreement. The lack of documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection.

D. Equipment

Recipients must receive prior approval from the Grant Officer for the purchase of any equipment as defined in the Uniform Guidance at 2 CFR 200.33. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439.

This grant award does not give approval for equipment specified in a recipient's budget or statement of work unless specifically approved by the Grant Office. If not specified above, the recipient must submit a detailed description list to the FPO for review within 90 days of the Notice of Award date. We strongly encourage recipients to submit equipment purchase requests as early as possible in the grant's period of performance with as many planned pieces of equipment as possible.

Recipients may not purchase equipment in the last funded year of performance which is defined as full program service delivery (not follow up activities), which may not be the same as the last twelve months of the period of performance. If any approved acquisition has not occurred prior to the last funded year of performance, approval for that item(s) is rescinded.

E. Federal Funding Accountability and Transparency Act (FFATA)

1. Reporting of first-tier subawards.

- i. Applicability. Unless you are exempt as provided in paragraph [4.] of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph [5.] of this award term).
- ii. Where and when to report.
 - a. You must report each obligating action described in paragraph [1.i.] of this award term to <https://www.fsr.gov>.
 - b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- iii. What to report. You must report the information about each obligating action that the submission instructions posted at <https://www.fsr.gov> specify.

2. Reporting Total Compensation of Recipient Executives.

- i. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received— (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial

- assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
 - ii. Where and when to report. You must report executive total compensation described in paragraph [2.i.] of this award term:
 - a. As part of your registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.
- 3. Reporting of Total Compensation of Subrecipient Executives.**
- i. Applicability and what to report. Unless you are exempt as provided in paragraph [4.] of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - a. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
 - ii. Where and when to report. You must report subrecipient executive total compensation described in paragraph [3.i] of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- 4. Exemptions**
- If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- 5. Definitions.**

For purposes of this award term:

- i.** Entity means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- ii.** Executive means officers, managing partners, or any other employees in management positions.
- iii.** Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see [2 CFR 200.330]).
 - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- iv.** Subrecipient means an entity that:
 - a. Receives a subaward from you (the recipient) under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.
- v.** Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - a. Salary and bonus.
 - b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - e. Above-market earnings on deferred compensation which is not tax-qualified.
 - f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

F. Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”

G. Personally Identifiable Information

Recipients must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Recipients must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), found at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

H. Pre-Award

All costs incurred by the recipient prior to the start date specified in the award issued by the Department are incurred at the recipient’s own expense.

I. Procurement

The Uniform Guidance (2 CFR 200.317) require States (as defined at 2 CFR 200.90) to follow the same procurement policies and procedures it uses for non-federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions.

J. Program Income

The Addition method as described in 2 CFR 200.307 must be used in allocating any program income generated for this grant award. Program Income must be expended prior to drawing down additional funds as required at 2 CFR 200.305(b)(5) and 2 CFR 200.307(e). Any program income remaining at the end of period of performance must be returned to ETA. Reporting of program income must be included on the quarterly financial report, ETA-9130.

K. Publicity

No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

L. Recipient Integrity and Performance Matters (for awards exceeding \$500,000)

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

1. Proceedings about which you must report. Submit the information required about each proceeding that:
 - i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from either the Federal Government or a State;
 - a. Reached its final disposition during the most recent 5-year period; and
 - ii. Is one of the following:
 - a. A criminal proceeding that resulted in a conviction, as defined in paragraph E. of this award term

- b. A civil proceeding that resulted in a finding of fault and liability and paying a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - c. An administrative proceeding, as defined in paragraph e. of this award term, that resulted in a finding of fault and liability and your payment of either monetary fine or penalty of \$5,000 or more or a reimbursement, restitution, or damages in excess of \$100,000; or
 - d. Any other criminal, civil, or administrative proceeding if:
 - i. It could have led to an outcome described in paragraph B.3.a, b, or c of this award term;
 - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - iii. The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
- 2. Reporting procedures. Enter in SAM Entity Management area (formerly CCR), or any successor system, the FAPIIS information that SAM requires about each proceeding described in paragraph B. of this award term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM (formerly CCR) because you were required to do so under Federal procurement contracts that you were awarded.
- 3. Reporting frequency. During any period of time when you are subject to the requirement in paragraph A. of this award term, you must report FAPIIS information through SAM no less frequently than semiannually following your initial report of any proceedings for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report.
- 4. Definitions. For purposes of this award term:
 - i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level. It does not include audits, site visits, corrective plans, or inspection of deliverables.
 - a. Conviction, for purposes of this award term, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
 - b. Total value of currently active grants, cooperative agreements, and procurement contracts includes —
 - i. Only the Federal share of the funding under any award with a recipient cost share or match; and
 - ii. The value of all options, even if not yet exercised.

M. Reports

All ETA recipients are required to submit quarterly financial and narrative progress reports for each grant award.

1. Quarterly Financial Reports. All ETA recipients are required to report quarterly financial data on the ETA-9130 Form. ETA-9130 reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are March 31, June 30, September 30, and December 31. A final financial report is required to be submitted no later than 90 calendar days after the grant period of performance ends. A closeout report will be submitted during the closeout process. For additional guidance on ETA's financial reporting, reference Training and Employment Guidance Letter (TEGL) 02-16 and https://www.doleta.gov/grants/pdf/ETA-9130_Financial_Reporting_Resources.pdf

The instructions for accessing both the on-line financial reporting system and the HHS Payment Management System can be found in the transmittal memo accompanying this Notice of Award.

2. Quarterly Narrative Progress Reports. Recipients are required to submit a narrative quarterly and final report on grant activities funded under this award. All reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are March 31, June 30, September 30, and December 31.
 - i. The last quarterly progress report that recipients submit will serve as the grant's Final Performance Report. This report should provide both quarterly and cumulative information on the grant's activities. It must summarize project activities, employment outcomes and other deliverables, and related results of the project.
 - ii. The recipient shall use any standard forms and instructions to report on training and employment outcomes and other data relating to the progress reports as provided by ETA.
 - iii. The recipient shall utilize standard reporting processes and electronic reporting systems to submit their quarterly progress reports as provided by ETA.

N. Requirements for Conference and Conference Space

Conferences sponsored in whole or in part by the recipient of Federal awards are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Recipients are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

O. Subawards

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for the monitoring of the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this award (2 CFR 200.101(b)(1)).

P. Supportive Services & Participant Support Costs

When supportive services are expressly authorized by program statute, regulation, or FOA, this award waives the prior approval requirement for participant support costs as described in 2 CFR 200.456. Costs must still meet the basic considerations at 2 CFR 200.402 – 200.411. Questions regarding supportive services and participant support costs should be directed to the FPO assigned to the grant.

Q. System for Award Management

1. Requirement for System of Award Management (SAM) Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
2. Requirement for unique entity identifier If you are authorized to make subawards under this award, you:
 - i. Must notify potential subrecipients that no entity (see definition in paragraph [3] of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
 - ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.
3. Definitions For purposes of this award term:
 - i. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
 - ii. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.
 - iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - iv. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for

which you received this award and that you as the recipient award to an eligible subrecipient.

- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- v. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

R. Vendor/Contractor

The term “contractor”, sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required for the conduct of a Federal program. (2 CFR 200.23) These goods or services may be for an organization’s own use or for the use of beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 CFR 200.330. When procuring contractor provided goods and services, DOL ETA recipients and subrecipients must follow the procurement requirements 2 CFR 200.319, which call for free and open competition.

13. Program Requirements

The Funding Opportunity Announcement contains the program requirements for this award.

A. Buy American Notice

Pursuant to P.L. 115-31, Division E, Title VI, Section 606, by drawing down funds, the recipient agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the “Buy American Act”).

B. Health Benefits Coverage for Contraceptives

Pursuant to P.L. 115-31, Division E, Title VII, Section 726, Federal funds may not be used to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care’s HMO and OSF HealthPlans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals’ religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

C. Privacy Act

Pursuant to P.L. 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act.

- D. Prohibition on Contracting with Corporations with Felony Criminal Convictions**
Pursuant to P.L. 115-31, Division E, Title VII, Section 746, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.
- E. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities**
Pursuant to P.L. 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- F. Prohibition on Procuring Goods Obtained Through Child Labor**
Pursuant to P.L. 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by DOL prior to December 18, 2015. DOL has identified these goods and services here:<http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm> .
- G. Prohibition on Providing Federal Funds to ACORN**
Pursuant to P.L. 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.
- H. Reporting of Waste, Fraud and Abuse**
Pursuant to P.L. 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- I. Requirement for Blocking Pornography**
Pursuant to P.L. 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
- J. Requirement to Provide Certain Information in Public Communications**
Pursuant to P.L. 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:
1. The percentage of the total costs of the program or project which will be financed with Federal money;

2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

K. Restriction on Health Benefits Coverage for Abortions

Pursuant to P.L. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless and abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

L. Restriction on the Promotion of Drug Legalization

Pursuant to P.L. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

M. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to P.L. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

N. Salary and Bonus Limitations

Pursuant to P.L. 115-31, Division H, Title I, Section 105 no funds shall be used by a recipient or sub-recipient to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2016/executive-senior-level>). The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262

14. Public Policy

A. Architectural Barriers

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

B. Drug-Free Workplace

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

C. Executive Orders

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients 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. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

D. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., 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 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

E. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, and, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

F. Prohibition on Trafficking in Persons

1. Trafficking in persons.

i. Provisions applicable to a recipient that is a private entity.

a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

a. Associated with performance under this award; or

b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 29 CFR Part 98.

ii. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

- b. 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 29 CFR Part 98.
- iii. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- iv. Definitions. For purposes of this award term:
 - a. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - c. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization. 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

G. Veterans’ Priority Provisions

The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority of service to veterans and spouses of certain veterans for the receipt of employment,

training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

15. Attachments

Attachment A: SF-424

Attachment B: SF-424A

Attachment C: Budget Narrative

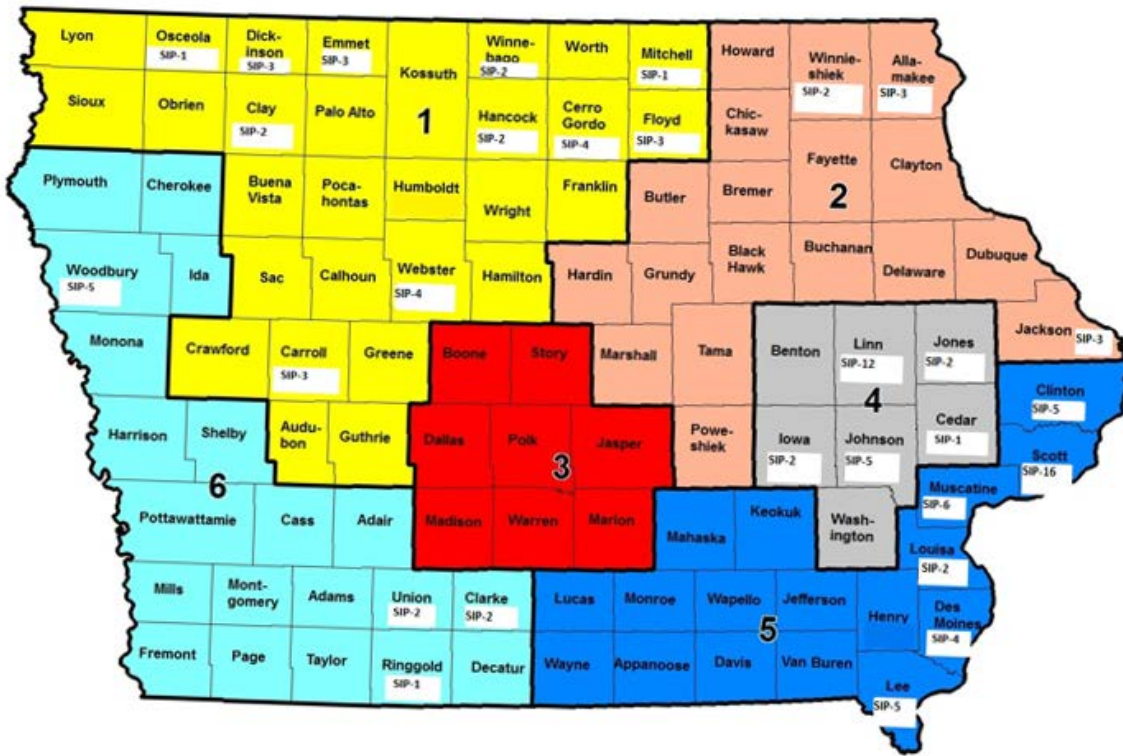
Attachment D: Statement of Work

Attachment E: Negotiated Indirect Cost Rate Agreement

**Attachment #6
Training Positions Available**

The number of positions per area and the number of positions that will be budgeted for will be:

Authorized Training Positions by AAA Region



Region 1	Region 2	Region 4	Region 5	Region 6
Carroll-3	Allamakee-3	Iowa-2	Clinton-5	Clarke-2
Cerro Gordo-4	Jackson-3	Johnson-5	Des Moines-4	Ringgold-1
Clay-2	Winneshiek-2	Jones-2	Lee-5	Union-2
Dickinson-3		Linn-12	Louisa-2	Woodbury-5
Emmet-3			Muscatine-6	
Floyd-3			Scott-16	
Hancock-2				
Mitchell-1				
Osceola-1				
Webster-4				
Winnebago-2				
Total-28	Total-8	Total-21	Total-38	Total-10

Approximate per Training Position funding \$9,669 depending on Federal Funding as of July 1, 2018

Attachment #7
Programmatic Assurances for PY 2018 Funds

You must certify that you will conform to these assurances throughout the period of the grant by checking each of the assurances below. These assurances apply fully to any sub-recipient, local project, or grantee staff involved in the delivery of services.

You agree to:

1. Recruitment and Selection of Participants

Develop and implement methods to recruit and select eligible participants to assure maximum participation in the program.

Use income definitions and income inclusions and exclusions for SCSEP eligibility as described in TEGL No. 12-06

https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2291), to determine and document participant eligibility. Develop and implement methods to recruit minority populations to ensure at least proportional representation in your assigned service area as listed in the latest Minority Report. Develop and implement strategies to recruit applicants who have priority of service as defined in OAA section 518(b)(1)-(2) and by the Jobs for Veterans Act (NA). Individuals with priority are those who:

Are covered persons in accordance with the JVA (covered persons who are SCSEP-eligible must receive services instead of or before all non-covered persons);

Are 65 years or older;

Have a disability;

Have limited English proficiency;

Have low literacy skills;

Reside in a rural area;

Have low employment prospects;

Have failed to find employment after utilizing services provided through the American Job Center (previously referred to as the One-Stop Center);

Are homeless or are at risk for homelessness.

2. Assessment

Assess participants at least twice per 12-month period, and more frequently if appropriate

Use assessment information to determine the most appropriate community service assignments (CSAs) for participants.

3. Individual Employment Plan (IEP)

Establish an initial goal of unsubsidized employment for all participants.

Update the IEP at least as frequently as assessments occur (at least twice per 12-month period).

Modify the IEP as necessary to reflect other approaches to self-sufficiency, if it becomes clear that unsubsidized employment is not feasible. For participants who will reach the individual durational limit or would not otherwise achieve unsubsidized employment, include a provision in the IEP to reflect other approaches to self-sufficiency, transition to other services or programs.

Rotate participants to a new host agency (or a different assignment within the host agency) based on a rotation policy approved by DOL in the grant agreement but only when an individualized determination determines that the rotation is in the best

interest of the participant. Such rotation must further the acquisition of skills listed in the IEP

4. Community Service Assignment (CSA)
 - Base the initial CSA on the assessment done at enrollment.
 - Select only designated 501(c)(3) organizations or public agencies as host agencies.
 - Put in place procedures to ensure adequate supervision of participants at host agencies.
 - Ensure safe and healthy working conditions at the CSA through annual monitoring of the host agency site and annual safety consultation with the participant at the host agency site.

5. Recertification of Participants
 - Recertify the income eligibility of each participant at least once every 12 months, or more frequently if circumstances warrant.

6. Physical Examinations
 - Offer physical examinations to participants upon program entry, and each year thereafter, as a benefit of enrollment.
 - Obtain a written waiver from each participant who declines a physical examination.
 - Not obtain a copy or use the results of the physical examination to establish eligibility or for any other purpose.

7. Host Agencies
 - Develop and implement methods for recruiting new host agencies to provide a variety of training options that enable participants to increase their skill level and transition to unsubsidized employment. Comply with maintenance of effort: Ensure that CSAs do not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants. You must specifically ensure that CSAs do not:
 - Displace currently-employed workers (including partial displacement, such as a reduction in non-overtime work, wages, or employment benefits). Impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed. Assign or continue to assign a participant to perform the same work, or substantially the same work, as that performed by an individual who is on layoff.

8. Orientation
 - Provide orientations for its participants and host agencies, including information on;

9. Project goals and objectives
 - Participant rights and responsibilities
 - Community Service Assignments Opportunities for paid training outside the CSA
 - Available supportive services Availability of free physical examinations

**Attachment #8
Performance Goals**

1. Services Required

The program requirements are contained in 20 CFR 641. To access the federal regulations on the web, go to <http://www.gpo.gov/fdsys/pkg/CFR-2011-title20-vol3/xml/CFR-2011-title20-vol3-part641.xml>

Grantees and Sub-grantees under the Senior Community Service Employment Program are expected to follow the applicable federal regulations.

2. Performance Goals

The following Performance Goals are negotiated for two years and are currently in effect. All efforts to attain these goals should be attempted. The statewide goals for Iowa's Senior Community Service Employment program are able to be renegotiated with the federal SCSEP program for the second year and, thus are subject to change at the sub-grantee level (*Note: in this context, sub-grantee refers to the successful bidders of this RFP.*)

2.1 Community Service: PY2018 80% PY2019 80%

Hours of community service is defined as the total number of hours of community service provided by the SCSEP participants divided by the number of hours of community service funded by the grant after adjusting for differences in minimum wage. Paid training hours are excluded from this measure.

2.2 Employment Quarter 2 PY 2018 35.5% PY2019 35.8%

The percentage of project participants who are in unsubsidized employment during the second quarter after exit from the project. This is defined using the formula of the number of participants who exited during the reporting period who are employed in unsubsidized employment during the second quarter after the exit quarter divided by the number of participants who exited during the reporting period multiplied by 100.

2.3 Employment Quarter 4 PY2018 33.3% PY2019 34.3%

The percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from the project. This is defined using the formula of the number of participants who exited during the reporting period who are employed in unsubsidized employment during the fourth quarter after the exit quarter divided by the number of participants who exited during the reporting period multiplied by 100.

2.4 Median Earnings PY2018 \$3,115 PY2109 \$3244

Median Earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project is defined by the formula: For all participants who exited and are in unsubsidized employment during the second quarter after the exit quarter: The wage that is at the midpoint (of all the wages) between the highest and lowest wage earned in the second quarter after the exit quarter.

2.5 Effectiveness in serving employers, host agencies, and project participants.

Participant Customer Satisfaction PY2018 81.1% PY2019 82.1%

Host Agency Customer Satisfaction PY 2018 79.9% PY2019 80.9%

Employer Customer Satisfaction PY 2018 85.8% PY2019 85.8%

Indicators of effectiveness in serving project participants, host agencies, and employers is defined as the combined results of customer assessments of the services received by each of these three customer groups.

2.6 Service Level PY2018 175% PY2019 175%

The number of eligible individuals served is defined as the total number of participants served divided by a grantee's authorized number of positions, after adjusting for differences in minimum wage.

2.7 Service to Most-in-Need Goal PY2018 2.90 PY2019 2.90

Persons who are "most-in-need" is defined by counting the total number of the following characteristics for all participants and dividing by the number of participants served. Participants are characterized as most-in-need if they:

- (i) Have a severe disability;
- (ii) Are frail;
- (iii) Are age 75 or older
- (iv) Meet the eligibility requirements related to age for, but do not receive benefits under title II of the Social Security Act (42 U.S.C. 401 *et seq.*);
- (v) Live in an area with persistent unemployment and are individuals with severely limited employment prospects;
- (vi) Have limited English proficiency;
- (vii) Have low literacy skills;
- (viii) Have a disability;
- (ix) Reside in a rural area;
- (x) Are veterans;
- (xi) Have low employment prospects;
- (xii) Have failed to find employment after utilizing services provided under title 1 of the Workforce Innovation and Opportunity Act (29 U.S.C. 32 *et seq.*); or
- (xiii) Are homeless or at risk for homelessness.

**Attachment #9
Budget Information**

1. General Information

All costs must be classified as either “administrative costs” or “program costs”.

2. Administrative Costs

Administrative costs may be both personnel and non-personnel and both direct and indirect costs. The costs of administration are the costs associated with:

- 2.1** Performing overall general administrative and coordination functions, including:
 - Accounting, budgeting, financial and cash management functions;
 - Procurement and purchasing functions;
 - Property management functions;
 - Personnel management functions;
 - Payroll functions;
 - Coordinating the resolution of findings arising from audits, reviews, investigations, and incident reports;
 - Audit functions;
 - General legal services functions;
 - Developing systems and procedures, including information systems, required for these administrative functions.
- 2.2** Oversight and monitoring responsibilities related to administrative functions
- 2.3** Cost of goods and services used for administrative functions of the program
- 2.4** Travel costs incurred for official business in carrying out administrative activities or the overall management of the program.
- 2.5** Costs of information systems related to administrative functions.

3. Program Costs

- 3.1** Participant wages and fringe. No less than seventy-five percent of the total amount of this project must be expended for Participant Earned Wages and Fringe Benefits (EW/FB) and Physical examinations. Allowable fringe benefits are discussed in 20 CFR 641.565 of the regulations for the SCSEP program.
- 3.2** Outreach, recruitment and selection, intake, orientation, assessment, and preparation and updating IEPs.
- 3.3** Participant training provided on the job, in classroom setting, or utilizing other appropriate arrangements.
- 3.4** Job placement assistance, including job development and job search assistance, job fairs, job clubs, and job referrals.
- 3.5** Participant supportive services. These costs include participant eye glasses and exams, transportation, counseling and other supportive services to assist participants in

successfully participating in the program. Please see 20 CFR 641.545 for the definition of supportive services.

It is recommended that respondents review federal regulations regarding allowable costs before submitting a proposal. Pertinent regulations regarding allowable costs and administrative rules begin at 20 CFR 641.800. Included in the Excel budget document are general and specific allowable administrative and program costs.