

## Request for Proposal

### RFP Cover Sheet Administrative Information

<b>Title of RFP:</b> Iowa Workforce Development Quality Pre-Apprenticeship Program		<b>RFP Number:</b> RFP0919005122	
<b>Agency:</b> Department of Administrative Services Central Procurement Bureau (DAS CPB) on behalf of Iowa Workforce Development (IWD)			
Anticipated length of initial contract term: 16 months	Number of possible extensions: 5	Available to Political Subdivisions?	Yes
<b>State Issuing Officer:</b> Steve Oberbroeckling Purchasing Agent III Phone: 515-725-2090 E-mail: <a href="mailto:steve.oberbroeckling@iowa.gov">steve.oberbroeckling@iowa.gov</a>		<b>Mailing Address:</b> Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines, IA 50319-0105	
<b>PROCUREMENT TIMETABLE—Event or Action:</b>		<b>Date/Time (Central Time):</b>	
State Posts Notice of RFP on TSB website		19 MAR 2019	
State Issues RFP		21 MAR 2019	
RFP written questions, requests for clarification, and suggested changes from Contractors due:		05 APR 2019 / 1:00PM	
Agency's written response to questions, requests for clarification, and suggested changes due approximately:		09 APR 2019	
Follow-Up RFP written questions, requests for clarification, and suggested changes from Contractors due:		19 APR 2019 / 1:00PM	
Agency's written response to questions, requests for clarification, and suggested changes due approximately:		23 APR 2019	
Proposals Due Date:		10 MAY 2019 / 1:00PM	
<b>Relevant Websites:</b>	<b>Web-address:</b>		
Internet website where Addenda to this RFP will be posted:	<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>		
Number of Copies of Proposals Required to be Submitted:	Technical Proposal : 1 Original, 2 Copies, and 1 Digital		

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## 1.1 Purpose

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

## 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 Contractor(s) as described in Section 6.

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

**“General Terms and Conditions”** shall mean the Memorandum of Understanding attached as Attachment #6.

**“Leveraged Resources”** means funds and other contributions leveraged from resources outside of this grant to support the respondent’s project plan, such as staff, time, services, products and other non-cash resources.

**“Materially Unbalanced Response”** means a response in which line item prices are structured so that it is possible that the Respondent who appears to be low will not end up having the lowest overall cost to the State, due to high prices on particular line items.

**“Mathematically Unbalanced Proposal”** occurs when a Respondent’s pricing on some items is significantly more heavily loaded than the pricing on other items. A mathematically unbalanced response may include pricing on some item(s) that is significantly lower than the Respondent’s actual costs on those item(s) (including reasonable proportionate share of the Respondent’s anticipated profit, overhead costs, and other indirect costs that the Respondent anticipates for the performance of the items in question) and significantly higher than the Respondent’s actual costs on other item(s). In multi-year contracts, a bid might also be mathematically unbalanced if the costs are front-end loaded. A mathematically unbalanced response is also a materially unbalanced response if there is reasonable doubt that awarding the contract to the low Respondent, who submitted a mathematically unbalanced response, would result in the lowest overall cost.

**“Period of Performance”** means the date at which the grant is completed. October 30, 2020, is currently the end of the period of performance for this proposal.

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

**“Quality Pre-Apprenticeship Program”** is a program or set of strategies designed to prepare individuals to enter and succeed in a Registered Apprenticeship (RA) program. Each Quality Pre-Apprenticeship program has a documented partnership with at least one, if not more, Registered Apprenticeship Program. A Quality Pre-Apprenticeship program is one that incorporates the following elements:

- Approved training and curriculum. Training and curriculum based on industry standards and approved by the documented Registered Apprenticeship partner(s) that will prepare individuals with the skills and competencies needed to enter one or more Registered Apprenticeship Program(s).
- Strategies for long-term success. Strategies that increase Registered Apprenticeship opportunities for underrepresented, disadvantaged or low-skilled individuals, such that, upon completion, they will meet the entry requirements, gain consideration, and are prepared for success in one or more Registered Apprenticeship program(s) including the following:
  - o Strong recruitment strategies focused on outreach to populations underrepresented in local, state, and national Registered Apprenticeship programs;
  - o Educational and pre-vocational services that prepare individuals to meet the entry requisites of one or more Registered Apprenticeship programs (e.g. specific career and industry awareness workshops, job readiness courses, English for speakers of other languages, Adult Basic education, financial literacy seminars, math tutoring, etc.); and
  - o Assist in exposing participants to local, state, and national Registered Apprenticeship programs and provides direct assistance to participants applying to those programs.

- Access to appropriate supportive services. Facilitates access to appropriate supportive services during the Quality Pre-Apprenticeship program and a significant portion of the Registered Apprenticeship program.
- Promotes greater use of Registered Apprenticeship to increase future opportunities. To support the ongoing sustainability of the partnership between Quality Pre-Apprenticeship providers and Registered Apprenticeship sponsors, these efforts should collaboratively promote the use of Registered Apprenticeship as a preferred means for employers to develop a skilled workforce and to create career opportunities.
- Meaning hands-on training that does not displace paid employees. Provides hands-on training to individuals in a simulated lab experience or through volunteer opportunities, which possible, neither of which supplants a paid employee but accurately simulates the industry and occupational conditions of the partnering Registered Apprenticeship sponsor (s) while observing proper supervision and safety protocols.
- Facilitated Entry and/or Articulation. When possible, formalized agreements exist with RA sponsors that enable individuals who have successfully completed the Quality Pre-Apprenticeship program to enter directly into a RA program and/or include articulation agreements for earning advanced credit/placement for skills and competencies already acquired.

**“Registered Apprentice”** is a job seeker who is hired by a Registered Apprenticeship Sponsor and receives paid, on-the-job training from an assigned mentor and is provided Related Training Instruction during the time of their Registered Apprenticeship Program.

**“Registered Apprenticeship Program”** provides a unique combination of structured learning with on-the-job training from an assigned mentor. Related instruction, technical training or other certified training is provided by apprenticeship training centers, technical schools, community colleges, and/or institutions employing distance and computer-based learning approaches.

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

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

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

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

### 1.3 Overview of the RFP Process

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

The Iowa Department of Administrative Services (“DAS”), on behalf of Iowa Workforce Development (IWD), is seeking proposals from qualified and available Respondents dedicated to encouraging the growth of career pathways and working to strengthen and grow Quality Pre-Apprenticeship opportunities throughout the State of Iowa. The intent of this RFP is to issue awards for Quality Pre-apprenticeship programs. Multiple awards may be issued. Recognized Quality Pre-Apprenticeship Programs, as defined under the TEN 13-12, may apply for an initial \$10,000 award to focus on career pathways in support of the creation or the on-going expansion of the Quality Pre-Apprenticeship program. Each Quality Pre-Apprenticeship program must have at least one Quality Pre-Apprentice or 10% of Quality Pre-Apprentices, whichever amount is greater, hired by a Registered Apprenticeship program by the end of the period of performance. Funding will be administered through Iowa Workforce Development. IWD plans to make up to six (6) \$10,000 awards for a total of \$60,000.

### 1.5 Background

Iowa Workforce Development (IWD), along with the U.S. Department of Labor/Office of Apprenticeship in Iowa (U.S. DOL/OA) and Iowa Economic Development Authority (IEDA), is working to strengthen and grow Quality

Pre-Apprenticeship opportunities throughout the State of Iowa. Since 2016 to the present, Iowa has experienced a 21 percent increase in the number of Registered Apprentices. Through December 31, 2017, IWD supported 316 apprentices, created 11 new programs and expanded two existing programs as part of the first State Expansion Grant. In addition, programs were expanded in traditional occupations and IWD helped with the addition of new programs in the advanced manufacturing and information technology sectors. Furthermore, members of IWD's Business Services team have initiated discussions with health care organizations across the state, recognizing it as an industry with high demand jobs and significant skilled worker shortage. Proposals are not limited to, but are encouraged to align with health care and advance manufacturing as these two sectors are the fastest growing in the state. Iowa projects over 100,000 annual job openings in apprenticeable occupations in both sectors.

Increasing participation of underrepresented populations in apprenticeship programming has been a key priority. IWD continues to seek proposals that include a plan with strategies and specific goals to increase the participation of underrepresented populations. As of April 2018, the Registered Apprenticeship Partners Information Management Data System (RAPIDS) indicates 220 women, 3,022 youth (ages 16-24), 47 Native Americans, 61 Asians, 449 African Americans, 10 Pacific Islanders, 169 Hispanics, and 75 veterans in Registered Apprenticeship Programs in Iowa. As a result of efforts under the first State Expansion Grant, 31 females, 30 youth, two Native Americans, 72 African Americans, two Pacific Islanders, 15 Hispanics, and two individuals with disabilities were supported. Outreach and the integration of workforce programs and grants will be instrumental.

Iowa has long demonstrated its commitment to increasing Registered Apprenticeship Programs and is one of the few states that provide state funded support to these programs. The state's key economic initiative- Future Ready Iowa, is our plan to train skilled workers for the jobs of today and tomorrow. The goal of Future Ready Iowa is to have 70 percent of Iowa workers having education or training beyond high school by 2025. In order to reach that goal, another 127,700 Iowans need to earn post-secondary degrees or other credentials. Registered Apprenticeship Programs play an integral part of meeting this goal. On April 3, 2018, Governor Reynolds signed the Future Ready Iowa Act (House File 2458) which was passed unanimously by both chambers of the Iowa legislature. The Act created two funding options to help Iowans receive training in high demand careers. The Act created the last dollar scholarship for completion of 2 year or less programs as well as a grant program to encourage completion of bachelor degrees, all in high demand careers. The Act also provides assistance to small and medium sized businesses to create Registered Apprenticeships; a summer youth intern program, that are aligned with high-demand career pathways, and an employer innovation fund to support public-private partnerships in local areas designed to develop workers meeting specific regionally identified needs. IWD intends to support 1,200 Registered Apprentices by the end of the performance period of the overall federal grant.

**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.

**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 before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions received from Respondents. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

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

**2.6 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 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 mailing 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 shall 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 Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and the Agency has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

## **2.10 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.
- 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.
- 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 state employees.
- 2.12.10** The Respondent provides misleading or inaccurate responses.
- 2.12.11** The Respondent's Proposal is materially unbalanced.
- 2.12.12** 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.
- 2.12.13** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

### **2.13 Nonmaterial Variances**

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

### **2.14 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 in the public domain and be

available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

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

The Agency's release of public records is governed by Iowa Code chapter 22. Contractors 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 Contractor as non-confidential records unless Contractor 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.**

### **2.19.1 Form 22 Request for Confidentiality**

***FORM 22 MUST BE COMPLETED AND INCLUDED WITH CONTRACTOR'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 CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.***

### **2.19.2 Confidential Treatment Is Not Requested**

A Contractor not requesting confidential treatment of information contained in its Proposal shall complete Section I of Form 22 and submit Form 22 with the Proposal.

### **2.19.3 Confidential Treatment of Information is requested**

A Contractor requesting confidential treatment of specific information shall: (1) fully complete Section II of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Contractor 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 Contractor: (1) enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential, (2) justifies why the material should be maintained in confidence, (3) explains why disclosure of the material 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 Contractor to respond to inquiries by the Agency concerning the confidential status of such material.

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

**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. Contractors may not request confidential treatment with respect to pricing information and transmittal letters. A contractor's request for confidentiality that does not comply with this section or a contractor's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting contractor'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 Contractor has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such material, Contractor shall, at its sole expense, appear in such action and defend its request for confidentiality. If Contractor fails to do

so, Agency may release the information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Contractor fails to comply with the request process set forth herein, if Contractor's request for confidentiality is unreasonable, or if Contractor rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

#### **2.20 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.

#### **2.21 Release of Claims**

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

#### **2.22 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.

#### **2.23 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 not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

#### **2.24 Award Notice and Acceptance Period**

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

#### **2.25 No Contract Rights until Execution**

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

#### **2.26 Choice of Law and Forum**

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

**2.27 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).

**2.28 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.

**2.29 No Minimum Guaranteed**

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

**2.30 Appeals**

Appeals of the Notice of Intent to Award are governed by the Agency's vendor appeal process. Contractors may obtain information about the appeal process from the Issuing Officer and at Iowa Administrative Code chapters 11-7 and 11-105.

**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, include numbered pages, and sent in a sealed envelope.

- Page Limit: Proposals shall be limited to twenty (20) single pages or less, not including dividers, cover page, resumes, and required RFP signed attachments.
- Spacing: Single-spaced allowed but not required.
- Font and Margins: 10 point font minimum and minimum of 0.5 inch margins

The envelopes shall be labeled with the following information:

RFP Number: 0919005122  
RFP Title: IWD Quality Pre-Apprenticeship Program  
Steve Oberbroeckling  
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.

Envelope Contents

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

### **3.2 Technical Proposal**

The following documents and responses shall be included in the Technical Proposal in the order given below.

#### **Exhibit 1 – Transmittal Letter**

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.19. The Respondent shall sign and submit with the Proposal the document included as Attachment #3 Form 22 – Request for Confidentiality.

#### **Exhibit 2 – Executive Summary**

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

- Name of the organization, business, association, school, or entity applying for the funding
- Primary contact's name, address, phone number, and email
- Size of the organization, business, association, school, or entity applying for the funding
- Brief description of project including any partnerships that will occur in this project
- How the project is the best economic value for the State of Iowa.
- Statements that demonstrate that the Respondent has read and understands the terms and conditions of the RFP including the MOU provisions in Section 6, except as noted in Attachment #4-Exceptions to Terms and Conditions.

#### **Exhibit 3 – Firm Proposal Terms**

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

#### **Exhibit 4 – 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 Contractor, following execution of the Contract.

#### **Exhibit 5 – 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 6 – 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 7 – 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 8 – 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, i.e., corporation, partnership, proprietorship, or LLC.
- Copy of W-9.
- State of incorporation, state of formation, or state of organization.
- The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- Number of employees.
- Type of business.
- Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- Respondent's accounting firm.
- Awarded Contractor will be required to register to do business in Iowa before payments can be made.
- For Contractor registration documents, go to:  
[http://das.gse.iowa.gov/procurement/vendor\\_reg.html](http://das.gse.iowa.gov/procurement/vendor_reg.html)

### **Exhibit 9 – 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.
- Provide examples of three similar projects you have successfully completed on the services sought by the RFP. Please include an explanation of project size, scope and complexity.
- Describe your firm's competencies, expertise, and/or certifications in providing the services sought by the RFP.
- 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. As referenced in Section 4.1, include at least one (1) commitment letter from a potential or current Registered Apprenticeship sponsor.

### **Exhibit 10 – Quality Pre-Apprenticeship Programs**

The respondent shall provide **detailed responses** to the following key areas:

- Develop a program plan that explains how the Quality Pre-Apprenticeship program will adhere to the U.S. Department of Labor's Training and Employment Notice 13-12 and follows the six components of a Quality Pre-Apprenticeship program. Funding will be awarded once the program is officially recognized by the U.S. Department of Labor.
- Provide timeline on when the Quality Pre-Apprenticeship program will be recognized by the U.S. Department of Labor/Office of Apprenticeship.

- Provide examination on how the program will focus on increasing participation in underrepresented populations that include: women, youth, minorities, veterans and individuals with disabilities. Please include specific strategies and target goals for increasing underrepresented participation.
- Provide a detailed budget narrative that identifies direct and indirect (if applicable) costs associated with the project. Complete RFP Attachment 7 – Budget Form with a financial model that includes a detailed budget that is cost-efficient for the scope of work proposed, within allowable categories. Include cost per participant. Points will be awarded for funding allocated to participant support costs.
- Provide how many Quality Pre-Apprentices will be supported by the grant and how either one Quality Pre-Apprentice or ten percent of Quality Pre-Apprentices, whichever number is greater, will be hired by a Registered Apprenticeship program by the end of the period of performance.
- Explain how your program will collaborate with the local IowaWORKS center for supportive services.
- Provide information on which Registered Apprenticeship (RA) sponsors will link to the Quality Pre-Apprenticeship programs. Each Registered Apprenticeship sponsor should provide a letter of support. If the business is not a RA sponsor and would like to become a Registered Apprenticeship sponsor, the business may provide an explanation in their letter of support.
- Commit to working closely with Iowa Workforce Development’s Registered Apprenticeship Program Coordinator on reporting, monitoring, creating Quality Pre-Apprenticeship programs, and participating in monthly conference calls regarding the progress of the project.
- Provide a sustainability plan for this project.

**Exhibit 11 – Addendums**

Provide signed copy of posted RFP addendums.



**4.1 Support of Quality Pre-Apprenticeship Programs**

Funding will focus on starting or expanding Quality Pre-Apprenticeship programs. Each awarded program will receive \$10,000 and up to a maximum of six programs will be funded. Eligible Quality Pre-Apprenticeship Programs must be recognized by the U.S. DOL/OA as defined in TEN 13-12 in order to receive funds from this grant. In the last four months of the grant, if funds remain after the original grants are awarded, funds will be divided equally between those programs who previously received an award provided they can demonstrate a need for additional support.

Each proposal will be scored, on the following criteria (and as further described in Section 5):

- Program plan and budget narrative.
- Focus on increasing participation in underrepresented populations that include: women, youth, veterans, minorities, and individuals with disabilities with strategies and specified goals.
- The number of Quality Pre-Apprentices served by the grant, the number of Quality Pre-Apprentices will be hired by a Registered Apprenticeship program, and connection with the local IowaWORKS center.
- Commitment letters from potential or current Registered Apprenticeship Sponsors

Funding can be used to accomplish the following:

- Creation of curriculum.
- Supportive services for Quality Pre-Apprentices.
- Participant support costs.
- Outreach activities associated with starting or growing Quality Pre-Apprenticeship Programs.
- Staff costs for developing and operating Quality Pre-Apprenticeship Programs.

All subrecipients are required to provide quarterly progress reports to Iowa Workforce Development that include the demographics of the Registered Apprentices who are hired as well as program progress reports and completion rates.

All subawards are subject to annual compliance monitoring. During monitoring activities, each awardee must be able to provide a detailed ledger related to expenses with this project along with access to related program records.

Payment for this award will be made as a reimbursement of expenses already incurred. Reimbursements may take up to four weeks for processing. Invoices should not include any expenses that were submitted to any other government agency for reimbursement. All invoices will be shared between state agencies to ensure compliance. All travel must follow DAS reimbursement policy, which can be found at: [https://das.iowa.gov/sites/default/files/acct\\_sae/travel-relo/in\\_state\\_travel\\_reimbursement\\_summary.pdf](https://das.iowa.gov/sites/default/files/acct_sae/travel-relo/in_state_travel_reimbursement_summary.pdf)

**SECTION 5      EVALUATION AND SELECTION**

**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 Contractor whose Responsive Proposal the Agency believes will provide the best value to the State.

**5.1 Evaluation Committee**

The Agency will use an evaluation committee to conduct a comprehensive, fair, and impartial evaluation of 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 Evaluation Procedures**

The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with this Section. In addition to other RFP requirements, to be deemed a Responsive Proposal, the Proposal must:

- Obtain the minimum score of 50 points (50%) of the available 100 points for the Technical Proposal.

**5.4 Criteria for Evaluating the Proposals**

<b>EVALUATIVE CRITERIA: Quality Pre-Apprenticeship Programs (Multiple Awards)</b>	
Proposal compliance with format requirements listed under Section 3.	/10
Overall quality of proposal related to requirements listed under Section 3 – Exhibit 10.	/20
Strength of the program plan and the compliance with U.S. Department of Labor’s Training and Employment Notice 13-12.	/15
Strength of the plan to increase participation of underrepresented populations with strategies and specified goals.	/15
Partnership between IowaWORKS office and related project.	/10
Sustainability Plan explains how the project will continue after the period of performance.	/10
Budget and budget narrative: financial model includes detailed budget that is cost-efficient for the scope of work proposed, within allowable categories. Includes cost per participant.	/10
Commitment Letters from potential or current Registered Apprenticeship sponsors.	/10
<b>Total points</b>	<b>/100</b>

**6.1      Contract Terms and Conditions**

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

The Subaward Agreement may be supplemented at the time of contract execution and is provided to enable Contractors to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Contractor.

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

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

**6.2      Attached Agreement**

The Contract will require the successful Contractor to agree to terms contained in RFP Attachment 6. Exceptions are to be noted on RFP Attachment 4.

**6.3      Contract Length**

The term of the Contract will begin at time of execution and end by October 30, 2020. 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.

**6.4      Additional Terms**

Applicable state and federal apprenticeship regulations – Reference Appendix 1.

**Attachment #1  
Certification Letter**

(Date) \_\_\_\_\_

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

Re: Request for Proposal Number RFP0919005122 - PROPOSAL CERTIFICATIONS

Dear Steve:

I certify that the contents of the Proposal submitted on behalf of **(Name of Respondent)** in response to **Iowa Department of Administrative Services** for Request for Proposal Number RFP0919005122 for Iowa Workforce Development Quality Pre-Apprenticeship Program are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

**Certification of Independence**

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

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

**Certification Regarding Debarment**

I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a five year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

**Certification Regarding Registration, Collection, and Remission of Sales and Use Tax**

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2013)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to 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)*.

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) \_\_\_\_\_

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

Re: Request for Proposal Number RFP0919005122 - AUTHORIZATION TO RELEASE INFORMATION

Dear Steve:

**(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 Request for Proposal (RFP) Number RFP0919005122.

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

**CONTRACTOR NOTE: SUBMISSION OF THIS FORM 22 IS REQUIRED**

**THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR RESPONSE (PROPOSAL) TO THE REQUEST FOR PROPOSAL (RFP). THE FORM IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED.**

**FAILURE TO SUBMIT A COMPLETED FORM WILL RESULT IN THE PROPOSAL CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.**

**I. Confidential Treatment Is Not Requested**

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

Company	RFP Number	RFP Title
Signature	Title	Date

\*\*\*\*\*

**II. Confidential Treatment Is Requested**

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

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

**NOTE:**

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

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

**To request confidentiality, Contractor must provide the following information:**

- 1  Contractor must conspicuously mark confidential material in its Proposal in accordance with the section titled Public Records and Requests for Confidential Treatment. **Check box when completed.**
  
- 2 Contractor must specifically identify and list the Proposal section(s) for which it seeks confidentiality and answer the following questions for each section listed:
  - Explain the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential.
  - Justify why the material should be kept in confidence.
  - Explain why disclosure of the material would not be in the best interest of the public.
  - Provide the name, address, telephone, and email for the Contractor’s person authorized to respond to inquiries by the Agency concerning the status of confidential materials.

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

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

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

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

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

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

\_\_\_\_\_

Company

\_\_\_\_\_

RFP Number

\_\_\_\_\_

RFP Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

-----

**Department of Administrative Services – Central Procurement Bureau Review**  
**(For Agency use only)**

- Contractor’s Proposal is rejected as non-compliant because of one or more of the following reasons:
  - Contractor’s Proposal is rejected due to not submitting a fully completed Form 22 to either request or not request confidential treatment of information.
  - Contractor’s Proposal is rejected due to the request to treat the entire response as confidential.
  - Contractor’s Proposal is rejected due to the request to treat Proposal pricing as confidential.
  - Contractor requested confidentiality without submitting a ***fully completed*** Form 22.
  - Contractor requested confidentiality and failed to conspicuously mark such material as confidential within its Proposal in accordance with the RFP.
  - Contractor requested confidentiality without submitting a public copy of its Proposal with the confidential information redacted.
  - Contractor requested confidentiality on material in contravention of the RFP.
  - Other: \_\_\_\_\_.
- Contractor’s submission is accepted.<sup>1</sup>

\_\_\_\_\_  
Purchasing Agent Signature

\_\_\_\_\_  
Date

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

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

<sup>1</sup> **NOTE:** Agency’s acceptance of Contractor’s submission should not be construed as Agency’s approval of Contractor’s request for confidentiality. Instead, acceptance of Contractor’s submission simply means that Agency believes Contractor’s Form 22 appears fully completed in accordance with the RFP.



**Attachment #4**  
**Exceptions to Terms and Conditions**

Proposed exceptions should be listed in this in this attachment of contractor’s proposal. Any proposed exceptions should be in a table similar to the one below:

<b>Section #</b>	<b>Original Text Referenced</b>	<b>Proposed Language</b>	<b>Reason for Exception</b>

**Attachment #5  
Response Check List**

RFP REFERENCE	RESPONSE INCLUDED	
	Yes	No
<b>Technical Proposal</b>		
One (1) original, two (2) copies of Proposal and One (1) electronic copy on digital media.		
One (1) Public Copy with Confidential Information Excised (optional)		
Exhibit 1 – Transmittal Letter (Include Attachment #3 – Form 22)		
Exhibit 2 – Executive Summary (If applicable, include Attachment #4)		
Exhibit 3 – Firm Proposal Terms		
Exhibit 4 – Termination, Litigation, and Debarment		
Exhibit 5 – Acceptance of Terms and Conditions		
Exhibit 6 – Certification Letter (Include Attachment #1)		
Exhibit 7 – Authorization to Release Information (Include Attachment #2)		
Exhibit 8 – Respondent Background Information		
Exhibit 9 – Experience		
Exhibit 10 – Quality Pre-Apprenticeship Programs (Include Attachment #7)		
Exhibit 11 – Addendums		

**Attachment #6**  
**Sample Agreement – Subaward Agreement**

Subaward Agreement between Iowa Workforce Development and [Name of Subrecipient]
--

The purpose of this agreement to identify the duties and responsibilities of the Parties in Section 1 with respect to a subaward made under the Federal award described in Section 2 so that the performance goals for the Federal award and subaward are successfully met by the Parties during the Period of Performance described in Section 3.

THEREFORE, in consideration of the mutual promises contained in this agreement and other good and valuable consideration, it is agreed by the Parties as follows:

**1.0 Parties.**

The parties to this agreement are described in this section.

**1.1. Iowa Workforce Development (IWD).**

IWD is a State of Iowa administrative agency established under Iowa Code chapter 84A.

**1.1.1. Address.**

IWD's address is: 1000 East Grand Avenue, Des Moines, Iowa 50319.

**1.1.2. Primary Point of Contact.**

For purposes of this agreement, IWD's primary point of contact is:

Name:	xxxxx
Email:	xxxxx
Phone:	xxxxx

**1.1.3. Secondary Point of Contact.**

For purposes of this agreement, IWD's secondary point of contact is:

Name:	xxxxx
Email:	xxxxx
Phone:	xxxxx

**1.1.4. Awarding Official.**

For purposes of this agreement, the IWD awarding official of the subaward is:

Name:	xxxxx
Email:	xxxxx
Phone:	xxxxx

**1.1.5. Change in Point of Contact or Awarding Official.**

If the primary or secondary point of contact identified above changes, IWD notify in writing Subrecipient's primary and secondary points of contact, as identified in this agreement, as quickly as practicable.

**1.1.6. Pass-Through Entity.**

For purposes of the Federal award that provides the funding for this agreement, IWD is a pass-through entity (PTE) under 2 CFR Part 200.

**1.2. [Name] (Subrecipient).**

Subrecipient is a [describe entity – e.g., private non-profit organization, institution of higher education, State of Iowa administrative agency].

**1.2.1. Address.**

Subrecipient's address is: [Address].

**1.2.2. Subrecipient Unique Entity Identifier.**

Subrecipient's unique entity identifier is: xxxxxx. This unique entity identifier matches is associated with the name of Subrecipient given in the header for Section 1.2.

**1.2.3. Primary Point of Contact.**

For purposes of this agreement, Subrecipient's primary point of contact is:

Name:	xxxxx
Email:	xxxxx
Phone:	xxxxx

**1.2.4. Secondary Point of Contact.**

For purposes of this agreement, Subrecipient’s secondary point of contact is:

Name:	xxxxx
Email:	xxxxx
Phone:	xxxxx

**1.2.5. Change in Point of Contact or Awarding Official.**

If the primary or secondary point of contact identified above changes, Subrecipient will notify in writing IWD’s primary and secondary points of contact, as identified in this agreement, as quickly as practicable.

**1.2.6. Subrecipient.**

For purposes of the Federal award that provides the funding for this agreement, Subrecipient is a subrecipient under 2 CFR Part 200.

**2. Federal Award Identification.**

The funding that supports this agreement is the Federal award detailed in this section.

2.1. Federal Award Identification Number (FAIN):	xxxxx
2.2. Federal Award Date:	xxxxx
2.3. Federal Awarding Agency:	U.S. Department of xxxx
2.4. Catalog of Federal Domestic Assistance (CFDA) Number:	xxxxx
2.5. CFDA Name:	xxxxx
2.6. Total Dollar Amount Made Available Under the Federal Award to IWD:	xxxxx
2.7. Research and Development (R&D):	The Federal Award is not Research and Development.
2.8. Indirect Cost Rate for the Federal Award:	xxxxx
2.9. De Minimis Indirect Cost Rate Per 2 CFR § 200.414:	The de minimis indirect cost rate is not charged.
2.10. Federal Award Project Description:	xxxxx
2.11. Federal Award Performance Requirements:	1) xxxxx

**3. Subaward Identification.**

The information for this subaward is detailed in this section.

3.1. Amount of Federal Funds Obligated by IWD to Subrecipient Through This Action:	xxxxx
3.2. Total Amount of Federal Funds Obligated to Subrecipient by IWD, Including This Obligation:	xxxxx
3.3. Total Amount of the Federal Award Committed to Subrecipient by IWD:	U.S. Department of xxxx
3.4. Subrecipient Indirect Cost Rate:	xxxxx
3.5. State Date for Period of Performance:	xxxxx
3.6. End Date for Period of Performance:	xxxxx
3.7. Subrecipient Performance Requirements:	1) xxxxx

**4. Performance and Financial Reporting.**

**4.1. Period of Performance.**

The Parties agree that Subrecipient’s period of performance starts on the date in Section 3.5 and ends on the date in Section 3.6.

**4.2. Terms and Conditions of Federal Award.**

The Parties agree that Subrecipient must comply with the terms and conditions of the Federal award described in Section 2, which are incorporated into this agreement as Exhibit A.

**4.3. Scope of Work.**

The Parties agree that the scope of work with which Subrecipient must comply is incorporated into this agreement as Exhibit B.

**4.4. Budget Narrative.**

The Parties agree that the budget narrative to which Subrecipient must adhere is incorporated into this agreement as Exhibit C.

**4.5. Financial Reporting.**

Subrecipient will provide in a timely fashion, as directed by IWD, all information necessary in the judgment of IWD to allow IWD to timely meet the requirements to report financial information to the Federal awarding agency in accordance with the requirements of the Federal award. In consultation with the Federal awarding agency, IWD will provide to Subrecipient, in writing, the substantive, timeliness, and formatting requirements that Subrecipient must satisfy when providing IWD with financial reporting.

**4.6. Performance Reporting.**

IWD must meet all performance reporting requirements of the Federal award, which includes, but is not limited to, Subrecipient performance. Subrecipient will provide all information necessary in the judgment of IWD to allow IWD to meet the performance reporting requirements of the Federal award. Such performance reporting may include, but is not limited to:

4.6.1. A comparison of actual accomplishments to the objectives of the subaward established for a period of time. Where the accomplishments of the subaward can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

4.6.2. The reasons why established goals were not met, if appropriate.

4.6.3. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Subrecipient must submit a performance report to IWD quarterly. Reporting quarters are March 31, June 30, September 30, and December 31, and quarterly reports are due no later than twenty (20) calendar days after the end of each reporting quarter. In consultation with the Federal awarding agency, IWD will provide to Subrecipient, in writing, the substantive and formatting requirements that Subrecipient must satisfy when providing IWD with performance reporting. All performance reports must be submitted by email to the IWD Primary and Secondary Points of Contact as identified in Attachment I.

**4.7. Significant Developments.**

Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, Subrecipient must inform IWD as soon as the following types of conditions become known:

4.7.1. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

4.7.2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

**5. Subrecipient Monitoring and Management.**

**5.1. Monitoring of Subrecipient.**

IWD will monitor the activities of Subrecipient as necessary in the judgment of IWD to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award; and that performance goals are achieved. Such monitoring will include, at a minimum, all of the following:

5.1.1. Reviewing financial and performance reports.

5.1.2. Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to Subrecipient from IWD detected through audits, on-site reviews, and other means.

5.1.3. Issuing a management decision for audit findings pertaining to the Federal award provided to Subrecipient from IWD as required by 2 CFR section 200.521.

**5.2. Subrecipient Accountability and Compliance.**

In order to ensure proper accountability and compliance with Federal award requirements and achievement of performance goals, IWD may:

- 5.2.1. Provide Subrecipient with training and technical assistance on program-related matters.
- 5.2.2. Perform on-site reviews of Subrecipient's program operations.
- 5.2.3. Arrange for agreed-upon-procedures engagements as described in 2 CFR section 200.425.

**5.3. Enforcement Actions.**

If Subrecipient is noncompliant, IWD may take enforcement action against Subrecipient as described in 2 CFR section 200.338.

**6. Record Retention and Access.**

**6.1. Retention Requirements for Records.**

Financial records, supporting documents, statistical records, and all other Subrecipient records pertinent to the Federal award and subaward must be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to IWD. The five-year-retention period is subject to the following exceptions:

- 6.1.1. If any litigation, claim, or audit is started before the expiration of the five-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- 6.1.2. When IWD or Subrecipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- 6.1.3. Records for real property and equipment acquired with Federal funds must be retained for five years after final disposition.
- 6.1.4. When records are transferred to or maintained by the Federal awarding agency or IWD, the five-year retention requirement is not applicable to Subrecipient.
- 6.1.5. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of Subrecipient's fiscal year in which the program income is earned.
- 6.1.6. Indirect cost rate proposals and cost allocations plans. This section applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
  - 6.1.6.1. *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to IWD) to form the basis for negotiation of the rate, then the five-year retention period for its supporting records starts from the date of such submission.
  - 6.1.6.2. *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to IWD) for negotiation purposes, then the five-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

**6.2. Requests for Transfer of Records.**

The Federal awarding agency may request transfer of certain records to its custody from IWD or Subrecipient when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for IWD or Subrecipient to retain any records that are continuously needed for joint use.

**6.3. Methods for Collection, Transmission, and Storage of Information.**

In accordance with the May 2013 Executive Order on Making Open and Machine Readable the New Default for Government Information, Subrecipient should, whenever practicable, collect, transmit, and store Federal award- and subaward-related information in open and machine readable formats rather than in closed formats or on paper. The Federal awarding agency or IWD will provide or accept paper versions of Federal award-related information to and from the Subrecipient upon request. If paper copies are submitted, the Federal awarding agency or IWD may not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

**6.4. Access to Records.**

**6.4.1. *Right of Access.***

The Federal awarding agency, Inspectors General, the Comptroller General of the United States, the Auditor of the State of Iowa, and IWD, or any of their authorized representatives, have the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Federal award or subaward, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents.

**6.4.2. *Names of Victims of Crime.***

Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both IWD and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

**6.4.3. *Expiration of Right of Access.***

The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

**6.5. Restrictions on Public Access to Records.**

- 6.5.1. IWD and Subrecipient agree that records relating to the Federal award or subaward that are in the possession of the Federal awarding agency may be made available to members of the public under the Federal Freedom of Information Act (5 U.S.C. 552) (FOIA).
- 6.5.2. FOIA does not apply to those records that remain under IWD or Subrecipient's control except as required under 2 CFR section 200.315.
- 6.5.3. Unless required by Federal, State, local, and tribal statute, IWD and Subrecipient are not required to permit public access to their records. Nothing in this agreement limits IWD or Subrecipient's obligations to permit public access to records as required by applicable State law or local ordinance.

**7. Remedies for Noncompliance.**

**7.1. Remedies.**

If Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of the Federal award or subaward, the Federal awarding agency or IWD may impose additional conditions, as described in 2 CFR section 200.207. If the Federal awarding agency or IWD determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or IWD may take one or more of the following actions, as appropriate in the circumstances:

- 7.1.1. Temporarily withhold cash payments pending correction of the deficiency by Subrecipient or more severe enforcement action by the Federal awarding agency or IWD.
- 7.1.2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- 7.1.3. Wholly or partly suspend or terminate the Federal award or subaward.
- 7.1.4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of IWD, recommend such a proceeding be initiated by a Federal awarding agency).
- 7.1.5. Withhold further Federal awards or subawards for the project or program.
- 7.1.6. Take other remedies that may be legally available.

**7.2. Termination.**

- 7.2.1. The Federal award or subaward may be terminated in whole or in part as follows:
  - 7.2.1.1. By the Federal awarding agency or IWD, if Subrecipient fails to comply with the terms and conditions of the Federal award or subaward;
  - 7.2.1.2. By the Federal awarding agency or IWD for cause;
  - 7.2.1.3. By IWD, due to lack of funds or change in law, without penalty and without advance notice as a result of one or more of the following occurrences, as determined by IWD in its sole discretion:
    - (A) The Federal awarding agency fails to make available sufficient funds under the Federal award to support this subaward agreement.
    - (B) Congress fails to appropriate funds sufficient to allow IWD to either meets its obligations under this subaward agreement or to operate as required and to fulfill its obligations under this subaward agreement.

- (C) Funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by IWD to make any payment hereunder are insufficient or unavailable for any other reason.
  - (D) IWD's duties, programs, or responsibilities are modified or materially altered.
  - (E) There is a decision of any court, administrative law judge, arbitration panel, or agency that materially or adversely affects IWD's ability to fulfill any of its obligations under this subaward agreement.
  - (F) There is a law, rule, regulation, guidance, or order enacted, promulgated, or issued that materially or adversely affects IWD's ability to fulfill any of its obligations under this subaward agreement.
- 7.2.1.4. By IWD, for any reason or no reason at all, following a thirty (30) day written notice, without penalty, and without incurring any further obligation to Subrecipient;
  - 7.2.1.5. By the Federal awarding agency or IWD with the consent of Subrecipient, in which case the parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
  - 7.2.1.6. By Subrecipient upon sending to the Federal awarding agency or IWD, as appropriate, written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or IWD determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.
- 7.2.2. If the Federal award or subaward is terminated or partially terminated, the Federal awarding agency, IWD, and Subrecipient remain responsible for compliance with the requirements in 2 CFR sections 200.343 and 200.344 governing closeout and post-closeout adjustments and continuing responsibilities.
  - 7.2.3. If the Federal awarding agency or IWD terminate the Federal award or subaward, the Federal awarding agency or IWD must provide Subrecipient with notice of termination in accordance with 2 CFR section 200.340.
  - 7.2.4. IWD's right to terminate this subaward agreement shall be in addition to and not exclusive of other remedies available to IWD, and IWD shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

**8. Closeout.**

The Federal awarding agency or IWD will close-out the Federal award when it determines that all applicable administrative actions and all required work of the Federal award have been completed. This section specifies the actions Subrecipient and Federal awarding agency or IWD must take to complete this process at the end of the period of performance.

- 8.1. Subrecipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or IWD may approve extensions when requested by the non-Federal entity.
- 8.2. Unless the Federal awarding agency or IWD entity authorizes an extension, Subrecipient must liquidate all obligations incurred under the Federal award not later than 45 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
- 8.3. The Federal awarding agency or IWD must make prompt payments to Subrecipient for allowable reimbursable costs under the Federal award being closed out.
- 8.4. Subrecipient must promptly refund any balances of unobligated cash that the Federal awarding agency or IWD paid in advance or paid and that are not authorized to be retained by Subrecipient for use in other projects.
- 8.5. Consistent with the terms and conditions of the Federal award, the Federal awarding agency or IWD must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.
- 8.6. Subrecipient must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 CFR sections 200.310 through 200.316, and 2 CFR section 200.329.
- 8.7. The Federal awarding agency or IWD should complete all closeout actions for Federal awards no later than one year after receipt and acceptance of all required final reports.

**9. Post-Closeout.**

- 9.1. The closeout of a Federal award does not effect of the following:
  - 9.1.1. The right of the Federal awarding agency or IWD to disallow costs and recover funds on the basis of a later audit or other review. The Federal awarding agency or IWD must make any cost disallowance determination and notify Subrecipient within the record retention period.



- 9.1.2. The obligation of Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.
- 9.1.3. Audit requirements in Subpart F, "Audit Requirements," of 2 CFR part II.
- 9.1.4. Property management and disposition requirements in Subpart D, "Post Federal Award Requirements," of 2 CFR part II, and 2 CFR sections 200.310 Insurance Coverage through 200.316.
- 9.1.5. Records retention as required in Subpart D, "Post Federal Award Requirements," of 2 CFR part II, and 2 CFR sections 200.333 records through 200.337.

9.2. After closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part with the consent of the Federal awarding agency or IWD and Subrecipient, provided the responsibilities of Subrecipient referred to in Section 6.1, including those for property management as applicable, are considered and provisions made for continuing responsibilities of Subrecipient, as appropriate.

**10. Collection of Amounts Due.**

- 10.1. Any funds paid to Subrecipient in excess of the amount to which Subrecipient is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal Government. If not paid within 90 calendar days after demand, the Federal awarding agency may reduce the debt by:
  - 10.1.1. Making an administrative offset against other requests for reimbursements;
  - 10.1.2. Withholding advance payments otherwise due to the non-Federal entity; or
  - 10.1.3. Other action permitted by Federal statute.
- 10.2. Except where otherwise provided by statutes or regulations, the Federal awarding agency will charge interest on an overdue debt in accordance with the Federal Claims Collection Standards (31 CFR parts 900 through 999). The date from which interest is computed is not extended by litigation or the filing of any form of appeal.

**11. Ownership of Intellectual Property (IP).**

At a minimum, all intellectual property created by Subrecipient with funds from the Federal award must be shared with IWD and shall be co-owned by IWD and Subrecipient. Both IWD and Subrecipient may share such intellectual property at their discretion. The Federal awarding agency may require IWD and Subrecipient to share such intellectual property at the Federal awarding agency's direction.

**12. Compliance with Other Applicable State and Federal Law.**

In addition to complying with Federal statutes, regulations, and guidance that govern Federal awards, and the terms and conditions of the Federal award that is described in Section 2, Subrecipient must comply with other applicable State and Federal law, including, but not limited to, those identified in this section. Violation of the statutes and regulations identified in this section may result in termination of the contract for cause if IWD, in its sole discretion, determines that such a violation merits termination.

**12.1. State Labor Laws.**

Subrecipient must comply with all applicable provisions of the following State statutes, and the administrative rules issued pursuant thereto:

- 12.1.1. Iowa Employment Security Law, Iowa Code Chapter 96;
- 12.1.2. State workers' compensation law, Iowa Code Chapters 85, 86, and 87;
- 12.1.3. Iowa Occupational Safety and Health Act (Iowa OSHA), Iowa Code Chapter 88;
- 12.1.4. Iowa Wage Payment Collection Act, Iowa Code Chapter 91A;
- 12.1.5. State minimum wage law, Iowa Code Chapter 91D;
- 12.1.6. Iowa Code Chapter 91E; and
- 12.1.7. State child labor law, Iowa Code Chapter 92.

**12.2. Equal Employment Opportunity Law.**

Subrecipient, its employees, agents, and subcontractors must comply with all applicable equal employment opportunity responsibilities under Executive Orders, State and Federal statutes and regulations, and local ordinances, including, but not limited to:

- 12.2.1. Iowa Civil Rights Act of 1965, as amended.
- 12.2.2. Iowa Code section 19B.7 and administrative rules of the Iowa Department of Administrative Services, including, but not limited to, 11 Iowa Administrative Code section 121.
- 12.2.3. Title VII of the Federal Civil Rights Act of 1964, as amended.
- 12.2.4. Federal Rehabilitation Act of 1973, as amended.
- 12.2.5. Federal Americans with Disabilities Act of 1990, as amended.
- 12.2.6. Federal Age Discrimination in Employment Act, as amended.
- 12.2.7. Where applicable and except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by

Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Upon IWD's request, Subrecipient must submit to IWD a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under 11 Iowa Administrative Code section 121. Any breach of the requirements under this section shall be considered a material breach of contract.

**12.3. Federal Davis-Bacon Act.**

Where applicable, Subrecipient must comply with the Federal Davis-Bacon Act, as amended (40 U.S.C. sections 3141–3148), as supplemented by the U.S. Department of Labor regulations at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction."

**12.4. Federal Executive Order 13673: Fair Pay and Safe Workplaces.**

Where applicable, Subrecipient and its subcontractors agree to comply with Federal Executive Order 13673: Fair Pay and Safe Workplaces.

**12.5. 37 CFR Part 401: Rights to Inventions Made Under Agreement.**

If the Federal award meets the definition of "funding agreement" under 37 CFR section 401.2(a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement, Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal awarding agency. It is Subrecipient's responsibility to ensure its compliance with the Federal requirements described in this section.

**12.6. Federal Executive Orders 12549 and 12689: Debarment and Suspension.**

The Parties recognize that a contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the Federal Office of Management and Budget (OMB) guidelines at 2 CFR part 180 that implement Federal Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Federal Executive Order 12549. By executing this agreement, Contractor affirms that it is not a party listed on the governmentwide exclusions in SAM, otherwise excluded by agencies, and has not been declared ineligible under statutory or regulatory authority other than Federal Executive Order 12549. Contractor shall notify IWD immediately if, during the Period of Performance in Section 2.2, Contractor becomes listed on the governmentwide exclusions in SAM, otherwise excluded by agencies, or has been declared ineligible under statutory or regulatory authority other than Federal Executive Order 12549. Such a listing, exclusion, or declaration shall result in the immediate termination of this contract and IWD shall not reimburse Contractor with any federal funds.

**12.7. 2 CFR section 200.322: Procurement of Recovered Materials.**

12.7.1. Subrecipient must comply with section 6002 of the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, in the use of funds under this agreement.

12.7.2. The requirements of Section 6002 include:

- (A) Procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;
- (B) Procuring solid waste management services in a manner that maximizes energy and resource recovery; and
- (C) Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12.7.3. Information about the requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website:

12.7.4. In the performance of this agreement, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (A) Competitively within a timeframe providing for compliance with the agreement's performance schedule;
- (B) Meeting agreement performance requirements; or
- (C) At a reasonable price.

**12.8. Federal Byrd Anti-Lobbying Amendment. [Applicable to Awards over \$100K]**

**12.8.1. Anti-Lobbying Requirement.**

Subrecipient agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. section 1352) and 44 CFR Part 18, if applicable. Contractors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

**12.8.2. Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

By executing this agreement, Subrecipient certifies, to the best of his or her knowledge, that:

- (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (C) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By entering into this subaward agreement, Subrecipient certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Subrecipient understands and agrees that the provisions of 31 U.S.C. section 3801, et seq., apply to this certification and disclosure, if any.

**12.9. Federal Contract Work Hours and Safety Standards Act. [Applicable to Awards over \$100K]**

12.9.1. The amount of the subaward is over \$100,000.

12.9.2. If this agreement involves the employment of mechanics or laborers, Subrecipient must comply with the Federal Contract Work Hours and Safety Standards Act (40 U.S.C. sections 3701 through 3708), as supplemented by the U.S. Department of Labor regulations at 29 CFR Part 5, including, but not limited to:

- (A) 40 U.S.C. section 3702, which requires that each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- (B) 40 U.S.C. section 3704, which is applicable to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

These requirements do not apply to the purchases of supplies or materials or articles generally available on the open market, or contracts for transportation or transmission of intelligence.

**13. Indemnification Against Loss or Damage.**

To extent provided or allowed by law, Subrecipient shall jointly and severally defend, indemnify and hold IWD and/or the Federal awarding agency, their successors and assigns, harmless from and against any liability, loss, damage, or expense, including reasonable attorney fees, which IWD and/or the Federal awarding agency may incur or sustain by reason of:

- 13.1. The failure of Subrecipient to fully perform and comply with the terms and obligations of this agreement;
- 13.2. Subrecipient’s performance or attempted performance of the project;
- 13.3. Subrecipient’s activities with subcontractors and third parties;
- 13.4. Subrecipient’s breach of this agreement;
- 13.5. Subrecipient’s improper use of intellectual property created under this agreement;
- 13.6. Subrecipient’s activities relating to the Federal award and this agreement; or
- 13.7. Subrecipient’s violation of State or Federal law, whether intentional or unintentional.

**14. Administration of Agreement.**

**14.1. Entire Agreement.**

This agreement represents the entire agreement between the Parties and neither party is relying on any representation which may have been made which is not included in this Agreement.

**14.2. Amendment.**

The Parties may agree to amend this agreement from time to time during the period of performance. All amendments to this agreement shall be fully executed in writing by the Parties. No change, modification, or termination of any of the terms, provisions, or conditions of this agreement shall be effective unless made in writing and fully executed by the Parties.

**14.3. No Impact on Other Agreements.**

This agreement shall not alter any duties, responsibilities, or obligations under that the Parties have under any previous agreement to which both are a party.

**14.4. Severability.**

If any portion of this agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

**14.5. Headings.**

The headings in this agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this agreement.

**14.6. No Impact on Other Legal Obligations.**

Nothing in this agreement shall be construed to alter or limit a Party’s obligations, financial or otherwise, under applicable State and Federal law.

**14.7. Assignment and Delegation.**

A Party may not assign, transfer, or convey this agreement, in whole or in part, without the prior written consent of the other Party.

**14.8. Choice of Law.**

This agreement shall be interpreted in accordance with State of Iowa law.

**14.9. Choice of Venue.**

Any litigation or action commenced in connection with this agreement shall be brought in Des Moines, Iowa, in the State of Iowa District Court for Polk County.

**15. Execution.**

IN WITNESSETH WHEREOF, in consideration of the mutual covenants set forth above and for other valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties have entered into this agreement and have caused their duly authorized representatives to execute this agreement.

***IWD***

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Beth Townsend, Director  
***Subrecipient***

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name, Position

*The remainder of this page is left intentionally blank.*

**Attachment #6**  
**Exhibit A – Terms and Conditions of Federal Award**  
**Sample Agreement – Subaward Agreement**

[Exhibit A – Terms and Conditions of Federal Award is provided as a separate attachment to this RFP]

**Attachment #6**  
**Exhibit B – Scope of Work**  
**Sample Agreement – Subaward Agreement**

- 1. Scope of Work for Subrecipient.**  
Subrecipient shall:

**Attachment #6**  
**Exhibit C – Budget Narrative**  
**Sample Agreement – Subaward Agreement**

**1. Budget Narrative.**

- 1.1. Subrecipient shall comply with the attached budget narrative.
- 1.2. Subrecipient shall request approval by IWD of any budget modification by which Subrecipient moves ten (10) percent or more of a budget line item. Any such modification must be approved by IWD in writing before Subrecipient may make such a modification.
- 1.3. All budget modification requests must be submitted in writing, by email, to IWD's primary and secondary contacts listed in Agreement.

**Attachment #7  
Budget Form**

Training Provider \_\_\_\_\_

Program Name \_\_\_\_\_

Budget Dates June 1, 2019 (Tentative) – October 30, 2020

	Administrative	Program Services	Subaward Total	Leveraged Resources (Optional)	Project Total
Salaries (Provide an explanation as to how many employees and the amount of time they will work on this project)					
Travel (Please explain how the travel budget will be used in this project)					
Supplies (Please explain what supplies will be purchased under this project)					
Indirect Costs (If applicable, please provide documentation to support your indirect cost. Please also include rate type, the percentage & the base)					
Participant Support Cost (Please explain types of support)					
Other (Incentives; SS; PWE) – (Please explain)					
<b>TOTAL</b>					

*\*Please note, this grant does not have a match requirement. Including leveraged resources is optional. Leveraged resources are contributions made from resources outside of this grant to support the project plan. Please include a description of any included leveraged resources in your budget narrative.*

<b>Contractor's Certification:</b>	
I certify that all of the information provided in this budget is complete and accurate to the best of my knowledge.	
<b>Contractor Signature:</b> _____	
<b>Title:</b> _____	<b>Date:</b> _____



## APPENDIX I

### Additional Registered Apprenticeship Information

#### Regulations

[29 CFR Part 29 Labor Standards of the Registration of Apprenticeship Programs](#)

[29 CFR Part 30 Equal Employment Opportunity \(EEO\) in Apprenticeship](#)

Program Policy Information

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#### FAQ

[OA Circular 2015-01 \(Policy on Authentication and Issuance of Certificates of Registration of Apprenticeship Programs](#)

[Training and Employment Guidance Letter & Training Employment Notice](#)

Registered Apprenticeship is included in several ETA Training and Employment Notices (TENS) and Training and Employment Guidance Letters (TEGLS).

- [TEN 31-16](#): Framework on Registered Apprenticeship for High School Students
- [TEN 13-12](#): Defining a Quality Pre-Apprenticeship Program and Related Tools and Resources
- [TEN 44-11](#): Encouraging Enhanced Partnerships and Collaboration between the Workforce Investment System and Registered Apprenticeship Programs
- [TEN 29-09](#): Energy Regional Cluster Initiative
- [TEN 44-08](#): American Recovery and Reinvestment Act of 2009 Competitive Grants for Green Job Training
- [TEGL 22-08](#): Operating Instructions for Implementing the Amendments to the Trade Act of 1974 Enacted by the Trade and Globalization Adjustment Assistance Act of 2009 published May 2009
- [TEGL 14-08](#): Guidance for Implementation of the Workforce Investment Act and Wagner-Peyser Act Funding in the American Recovery and Reinvestment Act of 2009 and State Planning Requirements for Program Year 2009 published March 2009
- [TEGL 02-07](#): Leveraging Registered Apprenticeship as a Workforce Development Strategy for the Workforce Investment System (published July 2007)
- [TEN 17-06](#): Vision for 21st Century Apprenticeship (published November 2006)
- [Regulations](#)
- [Policy Guidance](#)
- [National Apprenticeship Act \(The Fitzgerald Act\)](#)

#### Resources

RA Program Development Webinar Series for AAI Grantees Part 1: The Basics, Challenges and Solutions (4/11/17)  
[Slides](#) | [Webinar Recording](#)

American Apprenticeship New Grantee Orientation (10/22/15) [Slides](#) and [webinar recording](#)

[Fiscal/Admin Q&A for AAGs](#) (12/4/15)

National Governors Association Technical Assistance Webinar for American Apprenticeship Initiative Grantees [Slides](#)

Performance Reporting System Demo and Webinar [Slides](#) and [webinar recording](#)

Overview of National Evaluation for AAI Grantees by Abt Associates (6/22/16) [Slides](#)

QPR System Improvements Demo and Webinar (7/14/16) Slides and [webinar recording](#)

- [EarnandLearnIowa.gov](#)
- [Office of Apprenticeship Sponsors Website](#)
- [National Office Contact Information](#)
- [Regional Office Contact Information](#)
- [Office of Apprenticeship State Offices Contact Information](#)
- [State Apprenticeship Agencies Contact Information](#)
- [State Apprenticeship Web sites](#)
- <http://www.workforce3one.org>
- <http://www.dol.gov>
- <http://www.doleta.gov>
- [NASTAD's Web site](#)
- <http://www.careeronestop.org>
- <http://www.monster.com>

#### Tools

[National Governor's Association AAI Grantee Community of Practice](#)

[Pre-Apprenticeship Toolkit](#)

[Apprenticeship USA Toolkit](#)

[Quick Start Toolkit](#)

Initiatives

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#### Sectors of Excellence

[Registered Apprenticeship College Consortium](#)

[Military and Vets](#)

[LEADERS](#)

[Women's Bureau](#)

Links

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[Apprenticeship homepage](#)

[Workforce GPS Community of Practice](#)

[US DOL Apprenticeship Blog](#)

WANTO

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[Chicago Women in the Trades](#)

[Oregon Tradeswomen, Inc.](#)

[Non-Traditional Employment for Women](#)

## APPENDIX II Frequently Asked Questions

1. The RFP identifies specific performance outcomes for this award. When do these requirements need to be met?

The awardee must meet the performance outcomes by end of the award's performance period, October 30, 2020.

2. The RFP references a 20-page limit, not including attachments. What counts towards the page limit and what is considered an attachment?

As identified in Section 3 of the RFP, the page limit does not include the cover page, dividers and required attachments (attachments 1-5, 7 & letters of support).

3. After the grant is awarded, when will the money be distributed?

This award is a cost reimbursement grant, meaning payments will be made as reimbursement of expenses already incurred. As outlined in Section 4 of the RFP, awardees will submit invoices to IWD for reimbursement.

4. The end of the performance period is October 30, 2020. When is the start of the performance period?

The performance period will start once the subaward agreement is fully executed and signed by all parties. IWD anticipates a tentative start date of June 1, 2019.

5. What kinds of existing Registered Apprenticeship Programs exist in the state of Iowa?

You can find a list of Registered Apprenticeship sponsors at [www.earnandlearniowa.gov/sponsors](http://www.earnandlearniowa.gov/sponsors).

6. The RFP states we can use funds to support staff expenses. Can the funds be used to support an existing employee's salary who would serve in a program coordinator capacity or would we be required to hire an additional person to function as the project coordinator?

Funds may be used to support staff costs to develop and operate the project. It is acceptable to budget part of existing staff's time and salary or to hire a new staff to support these duties.

7. What is the consequence of failing to meet the performance requirement?

In order to ensure proper accountability and compliance with the Federal award requirements, if a subrecipient is not on track to meet performance requirements, IWD may:

- Provide the subrecipient with additional training and technical assistance
- Perform on-site reviews of program operations
- Take additional action in accordance with 2 CFR 200.338, which may include temporarily withholding cash payments, wholly or partly suspending the award, withhold further subawards for the program or take other remedies legally available.

8. Will there be opportunities to extend or renew this grant?

Currently, no additional extensions have been awarded to IWD by the U.S. Department of Labor related to this funding opportunity. Although IWD anticipates one performance period through October 30, 2020, IWD reserves the right to extend contracts if the U.S. Department of Labor extends the federal grant's period of performance.

9. If a Quality Pre-Apprenticeship Program received funds during the first round of the ApprenticeshipUSA State Expansion Grant, are they eligible to apply for this opportunity?

No, these programs are unable to apply for funding for their Quality Pre-Apprenticeship Program under this RFP.

10. Exhibit 10 includes the requirement to provide a timeline on when the Quality Pre-Apprenticeship program will be recognized by the U.S. Department of Labor / Office of Apprenticeship. I could use some help, how does one apply for acceptance?

The Quality Pre-Apprenticeship program should write a letter on official letterhead noting which Registered Apprenticeship sponsor(s) is working with the Quality Pre-Apprenticeship program. The Registered Apprenticeship sponsor should assist in creating the program that meets the six components of the Quality Pre-Apprenticeship program. Details of the six components should be included in the submission letter.

A member of your local IowaWORKS office may assist in the creation of the Quality Pre-Apprenticeship program. You may find your local IowaWORKS office by visiting: <https://www.iowaworkforcedevelopment.gov/contact>

Once the letter is completed, the IowaWORKS staff will forward the request to the U.S. Department of Labor/Office of Apprenticeship for certification. The certification process is extremely fast if the all the components are included in the program submission documentation.