

## INVITATION TO QUALIFY

### ITQ COVER SHEET

<b>TITLE OF ITQ:</b>	<b>Vehicle Mobility Modifications - ITQ Prequalification Process</b>	<b>ITQ Number:</b>	<b>1120283085</b>
<b>Agency:</b>	<b>Iowa Department of Administrative Services on behalf of Iowa Vocational Rehabilitation Services (IVRS)</b>		
<b>State seeks:</b>	<b>Vendors who can provide Vehicle Mobility Modifications</b>	<b>Available to Political Subdivisions?</b>	<b>No</b>
<b>Number of mos. or yrs. of the initial term of the contract:</b>	<b>Three Years</b>	<b>Number of possible annual extensions:</b>	<b>Three</b>
<b>Initial Contract term beginning:</b>	<b>June 15, 2020</b>	<b>Ending:</b>	<b>April 30, 2023</b>
<b>State Issuing Officer:</b>			
Nancy Wheelock 515-322-0200 Nancy.wheelock@iowa.gov			
<b>PROPOSALS ACCEPTED ELECTRONICALLY THROUGH IOWA VSS</b>			
<b>PROCUREMENT TIMETABLE—Event or Action:</b>			<b>Date/Time (Central Time):</b>
State Posts Notice of ITQ on TSB website			<b>May 5, 2020</b>
State Issues ITQ			<b>May 7, 2020</b>
ITQ written question and answer period: Requests for clarification, questions, and suggested changes from Respondents due:			<b>May 18, 2020 11:00 AM CT</b>
Proposals Due Date:			<b>June 4, 2020</b>
Proposals Due Time:			<b>11:00 AM CT</b>
<b>Relevant Websites:</b>		<b>Web-address:</b>	
Internet website where Addenda to this ITQ will be posted:		<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>	
Internet website where contract terms and conditions are posted:		<a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf</a> <a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf</a>	
Number of Copies of Proposal Required to be Submitted:			<b>1 Digital Copy</b>
<b>Firm Proposal Terms</b> Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm:			<b>120 Days</b>

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<b>SECTION 1      INTRODUCTION</b>
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**1.1 Purpose**

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

**1.2 Definitions**

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

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

**“Agency Client”** means the driver and/or owner of the vehicle being modified through a competitive solicitation which refers to the terms and conditions of this ITQ.

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

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

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

**“Individual Plan for Employment”** means a written plan outlining an individual’s vocational goal and the services to be provided to reach the goal.

**“ITQ Prequalified List”** means the list of Respondents that have, per Section 6 Evaluation and Selection, successfully met the State’s requirements and evaluation criteria and have been designated by the State’s evaluation committee as an ITQ Prequalified Respondent.

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

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

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

**“Responsible Respondent”** means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a

Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to, the Respondent's competence and qualifications to provide the goods or services requested, the Respondent's integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State.

**"Responsive Proposal"** means a Proposal that complies with the material provisions of this ITQ. **"ITQ"** means this Invitation to Qualify 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 ITQ.

### **1.3 Overview of the ITQ Process**

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

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

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

### **1.4 Background Information**

This is the second ITQ posted for vehicle mobility modification services. If you have already responded to ITQ1120283070 and been added to the ITQ Prequalified Vendor List, please do not respond to this second ITQ. If you have questions about your current status, please contact the Issuing Officer at [nancy.wheelock@iowa.gov](mailto:nancy.wheelock@iowa.gov).

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

We are pleased to announce the issuance of a second INVITATION TO QUALIFY (ITQ) for Vehicle Mobility Modifications (Mobility Modifications) for the Iowa Vocational Rehabilitation Services (IVRS). The Mobility Modifications are being funded through state funding and a federal formal grant from Rehabilitation Services Administration, Office of Special Education and Rehabilitation Services, US Department of Education.

The purpose of this Invitation to Qualify (ITQ) is to address the requirements of IVRS. The ITQ's purpose is threefold:

1. Accomplish Mobility Modifications in a manner consistent with State standards.
2. Reduce time required for solicitation of bids from Bidders for individual projects.
3. Standardize State of Iowa terms and conditions relating to all goods and services provided by Respondents, thereby creating consistency in the provision of goods and services.

You are invited to submit a response to this ITQ for consideration by the State of Iowa to be included in a Mobility Modifications multi-award ITQ.

A Respondent successfully meeting the ITQ requirements and criteria, in the sole opinion of the IVRS evaluation committee, will be placed on the ITQ Prequalified List. IVRS may then, if they so choose, limit their bid invitation for projects associated with the ITQ requirements to only the Qualified Respondents on the ITQ Prequalified List. IVRS may NOT contract for services directly with those on the ITQ Prequalified List but must follow the State's Administrative Rules concerning the process for procurement of goods and services. (See Iowa Administrative Code 11-117 and 11-118)

The State reserves the right to open up the ITQ prequalification process at any time to enable additional Respondents to apply for pre-qualification. Qualified Respondents from this ITQ will not be required to re-apply in a subsequent ITQ and will remain qualified throughout the duration of the awarded ITQ, provided that they remain qualified for the ITQ per the ITQ requirements.

#### **1.5 Award and Rejection of Respondents**

This ITQ is structured as a *multiple-award prequalification*, each with identical terms and conditions. A Respondent who meets all mandatory requirements and achieves a minimum score will be named a **prequalified ITQ Respondent**. A Respondent who does NOT meet all mandatory requirements and achieve the required minimum score will receive a notice of disqualification.

Once a Respondent(s) is awarded, they will execute an Agreement with the State. An Agreement template is attached to this ITQ as Attachment #5 and is for information purposes only.

#### **1.6 Process for Agency USE of ITQ Prequalified Respondents**

Based on the standard terms and conditions established for the pre-qualified ITQ Respondents and consistent with IAC 11-117.8(7) concerning Invitation to Qualify (ITQ), for each vehicle modification needed the State will conduct a competitive solicitation process limited to the pre-qualified ITQ Respondents and issue a Purchase Order to the successful Contractor. All projects must be approved by IVRS prior to the release of the competitive solicitation.

Pricing for Mobility Modifications will be included as a part of the response submitted for a specific solicitation. IVRS will evaluate individual project responses and award a Contract to the responsive Bidder with the lowest bid price for quotes (Request for Quote) and bids (Request for Bid). For Request for Proposals, a Contract will be awarded to the responsive Respondent based on best value (Respondent with the highest score based on scored technical requirements and the project cost).

<b>SECTION 2      ADMINISTRATIVE INFORMATION</b>
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**2.1      Issuing Officer**

The Issuing Officer identified in the ITQ cover sheet is the sole point of contact regarding the ITQ 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 ITQ 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 ITQ must be submitted as provided in Section 2. Oral questions related to the interpretation of this ITQ will not be accepted. Respondents may be disqualified if they contact an Agency client or any State employee other than the Issuing Officer about the ITQ except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

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

**2.3      Downloading the ITQ from the Internet**

The ITQ document and any addenda to the ITQ will be posted at <http://bidopportunities.iowa.gov/>. The Respondent is advised to check the website periodically for Addenda to this ITQ, particularly if the Respondent downloaded the ITQ 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 ITQ 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 ITQ.

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

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

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

## **2.6 Amendment to the ITQ**

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

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

## **2.9 Proposal Opening**

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

## **2.10 Costs of Preparing the Proposal**

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

## **2.11 No Commitment to Contract**

The Agency reserves the right to reject any or all Proposals received in response to this ITQ at any time prior to the execution of the Contract. Issuance of this ITQ 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 ITQ cannot be met.
- 2.12.2** The Respondent's Proposal changes a material specification of the ITQ or the Proposal is not compliant with the mandatory specifications of the ITQ.
- 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 ITQ as provided in Section 3 of this ITQ.
- 2.12.5** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.6** The Respondent fails to include Proposal Security, if required.
- 2.12.7** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this ITQ.
- 2.12.8** The Respondent presents the information requested by this ITQ in a format inconsistent with the instructions of the ITQ or otherwise fails to comply with the specifications of this ITQ.
- 2.12.9** The Respondent initiates unauthorized contact regarding the ITQ with Agency clients or a State employee other than the Issuing Officer.
- 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.
- 2.12.14** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

**2.13 Nonmaterial Variances**

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

Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

**2.14 Reference Checks**

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

**2.15 Information from Other Sources**

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

**2.16 Verification of Proposal Contents**

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

**2.17 Proposal Clarification Process**

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

**2.18 Disposition of Proposals**

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

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

The Agency's release of public records is governed by Iowa Code chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

- 2.20 Form 22 - Request for Confidentiality**  
***FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.***
- 2.21 Copyright Permission**  
By submitting a Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.
- 2.22 Release of Claims**  
By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the ITQ or concerning the Agency's failure, negligent or otherwise, to provide the Respondent with pertinent information in this ITQ.
- 2.23 Evaluation of Proposals Submitted**  
Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 6 of the ITQ. 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. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.
- 2.25 No Contract Rights until Execution**  
No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the Agency.
- 2.26 Choice of Law and Forum**  
This ITQ 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 ITQ shall be brought in the appropriate Iowa forum.
- 2.27 Restrictions on Gifts and Activities**  
Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this Chapter 68B to

their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

**2.28 No Minimum Guaranteed**

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

**2.29 Post Solicitation Debriefing**

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

**2.30 Appeals**

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

## SECTION 3      FORM AND CONTENT OF PROPOSALS

### 3.1      **Instructions**

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

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

[https://vss.iowa.gov/webapp/VSS\\_ON/AltSelfService](https://vss.iowa.gov/webapp/VSS_ON/AltSelfService)

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

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

If you are having issues uploading your Proposal files into VSS and the helpdesk is unable to provide assistance, please contact the Issuing Officer via email at [nancy.wheelock@iowa.gov](mailto:nancy.wheelock@iowa.gov).

- 3.1.2** If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".
- 3.1.3** Proposals shall not contain promotional or display materials.
- 3.1.4** Attachments shall be referenced in the Proposal.
- 3.1.5** If a Respondent proposes more than one solution to the ITQ specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

**3.2 Technical Proposal**

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

**3.2.1 Transmittal Letter (Required)**

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent’s mailing address, electronic mail address, and telephone number. Complete Attachment #7 as your transmittal letter.

**3.2.2 Respondent Background Information**

The Respondent shall provide the following general background information:

**3.2.2.1** Does your state have a preference for instate vendors? Yes            No

**3.2.2.2** Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a’s or assumed names or other operating names of the Respondent and any local addresses and phone numbers.

Name:

Address:

City, State, Zip:

Telephone #:

Email Address:

Additional Information:

**3.2.2.3** Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.

Corporation

Partnership

Sole Proprietorship

Limited Liability Company

**3.2.2.4** State of incorporation, state of formation, or state of organization.

State:

**3.2.2.5** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this ITQ.

Name:

Address:

City, State, Zip:

Telephone #:

Name:

Address:

City, State, Zip:

Telephone #:

Name:

Address:

City, State, Zip:

Telephone #:

List additional locations here:

**3.2.2.6** Number of employees:

**3.2.2.7** Type of business:

**3.2.2.8** Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.

Name:

Address:

City, State, Zip:

Telephone #:

Email Address:

**3.2.2.9** Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.

Name:

Address:

City, State, Zip:

Telephone #:

Email Address:

**3.2.2.10** Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.

Subcontractor Name:

**3.2.2.11** Respondent's accounting firm:



**3.2.2.12** The successful Respondent will be required to register to do business in Iowa before payments can be made.

For vendor registration documents, go to:

<https://das.iowa.gov/procurement/vendors/how-do-business>

**3.2.3 Experience**

The Respondent must provide the following information regarding its experience:

**3.2.3.1** Number of years in business:

**3.2.3.2** Number of years of experience with providing the types of goods and/or services sought by the ITQ.

**3.2.3.3** The level of technical experience in providing the types of goods and/or services sought by the ITQ.

**3.2.3.4** Reference contact information for three (3) previous 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 ITQ and a contact person and telephone number for each reference.

**Reference #1:**

Name:

Company Name:

Telephone #:

Email Address:

**Reference #2:**

Name:

Company Name:

Telephone #:

Email Address:

**Reference #3:**

Name:

Company Name:

Telephone #:

Email Address:

**3.2.4 Termination, Litigation, Debarment**

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

**3.2.4.1** Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.

Yes            No

If yes, provide an explanation:

**3.2.4.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

If yes, please describe or state NONE:

**3.2.4.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.

If yes, please describe or state NONE:

**3.2.4.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.

If yes, please describe or state NONE:

**3.2.4.5** Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities.

If yes, please describe or state NONE:

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

**3.2.5 Criminal History and Background Investigation**

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

Yes, I authorize the Agency

No, I do not authorize the Agency

**3.2.6 Mandatory Specifications and Scored Technical Specifications**

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

**3.2.7 Acceptance of Terms and Conditions**

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the ITQ 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 ITQ or General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or responses materially alter the ITQ, 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.

Yes, I accept the State's terms and conditions without exception.

No, I do not accept the State's terms and conditions and have provided my exceptions in the Proposal.

**3.2.8 Certification Letter**

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

I agree to sign and submit Attachment #1 with my Proposal.

**3.2.9 Authorization to Release Information**

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

I agree to sign and submit Attachment #2 with my Proposal.

**3.2.10 Firm Proposal Terms**

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

Yes, I guarantee my pricing and Proposal terms will remain firm for 120 days

No, I do not guarantee my pricing and Proposal terms will remain firm for 120 days

**3.2.11 Addendums**

Provide signed copy of posted ITQ addendums.

I agree to sign and submit copies of the ITQ addendums with my Proposal.

**3.2.12 Request for Confidentiality**

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

I agree to sign and submit Attachment #3 with my Proposal.

**3.2.13 Agreement with Federal Clauses**

The Respondent must sign and submit with the Proposal the document included as Attachment #6 - Federal Clauses.

I agree to sign and submit Attachment #6 with my Proposal.

<b>SECTION 4      SCOPE OF WORK</b>
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**Overview**

The successful Respondent shall provide the goods and services to the State in accordance with the requirements as provided in this Scope of Work.

**4.1 Description of Work**

The State is seeking Respondents who can provide Mobility Modifications to existing vehicles located within the state of Iowa.

**4.1.1 Respondent's Responsibilities**

**4.1.1.1** The Respondent will be required to pick up the vehicle at the location provided in the solicitation, perform the modifications per the solicitation specifications, and deliver the modified vehicle back to the original location for inspection and acceptance, unless instructed otherwise in the solicitation.

**4.1.1.2** The Respondent will set up appointments directly with the Agency Client when fittings are required during the installation of mobility equipment.

**4.1.1.3** The Respondent is solely responsible for the safety and security of the vehicle from the time the vehicle is picked up by the Respondent to the time it is inspected and accepted at the final location designated in the solicitation.

**4.1.1.4** The Respondent will make the Agency aware of any issues with installation such as incompatibility of the vehicle with the mobility equipment selected or other unforeseen issues. The Agency will provide final written approval to the Respondent for any amendments to the modification specifications. Respondent will not make changes to the specifications without written approval from the Agency.

**4.1.1.5** Should any of the equipment installed by Respondent not perform properly within the warranty period, Respondent shall provide warranty service within a reasonable time frame based on parts availability and schedule. Only a Contractor who provides a warranty will be used when repairing modifications previously installed on a vehicle.

**4.1.1.6** Respondent must provide a written statement to the owner of the vehicle regarding the work completed as well as list any Federal Motor Vehicle Safety Standards affected by their modification work on a label adjacent to the original equipment manufacturer's label or the modifier's certification label on the modified vehicle.

**4.1.2 Agency Responsibilities**

**4.1.2.1** Agency is responsible for completing authorization ensuring timely processing upon completed work consistent with Iowa Code 8A.514.

**4.1.2.2** Agency is responsible for communication of agreed upon equipment and services consistent with the Individual Plan for Employment.

**4.1.2.3** Agency is responsible for providing written amendments to the Contract if changes are needed during the provision of services by Contractor.

## SECTION 5      SPECIFICATIONS

### Overview

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

### 5.1 Mandatory Specifications

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

**5.1.1** Respondent must be currently registered with the National Highway Traffic and Safety Administration (NHTSA) as a vehicle modifier under the requirements of 49 CFR Part 595 for persons with disabilities. To verify Respondent is registered with the NHTSA, the State will search the NHTSA Modifier Database for the Respondent’s business name at this link:

<https://vpic.nhtsa.dot.gov/mid/home/ModifierSearch>

If Respondent is registered under a name other than their legal entity name, provide the correct name the business is registered in the NHTSA Modifier Database. The address listed in the database must match an address provided in Section 3.2.4.5 of this ITQ for verification purposes. If Respondent has a letter from NHTSA stating their business is registered, the letter may be submitted in the Proposal as verification of meeting this mandatory requirement. The name and address in the letter must match the business entity name and address submitted in Section 3.2 of this ITQ in order to comply with this requirement.

Yes, I meet this mandatory requirement.

No, I do not meet this mandatory requirement.

NHTSA registration name if other than your legal entity name:



**5.1.2** Respondent agrees that the contents of your Proposal will become part of any resulting solicitation and related PO's.

Yes, I agree with this mandatory requirement.

No, I do not agree to this mandatory requirement.

**5.1.3** Respondent agrees to adhere to the guidelines of the [National Mobility Equipment Dealers Association \(NMEDA\) or Quality Assurance Program \(QAP\)](#).

Yes, I agree with this mandatory requirement.

No, I do not agree to this mandatory requirement.

**5.1.4** Respondent agrees to the terms and conditions of this ITQ which by reference will be included in any future solicitations for the Mobility Modifications described in this ITQ.

Yes, I agree with this mandatory requirement.

No, I do not agree to this mandatory requirement.

**5.1.5** Respondent agrees to maintain the insurance coverage outlined in this ITQ for the duration of the Contract including renewals.

Yes, I agree with this mandatory requirement.

No, I do not agree to this mandatory requirement.

**5.2 Scored Technical Specifications**

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

**5.2.1** Is the Respondent a member of the National Mobility Equipment Dealer's Association (NMEDA) and a participant in this organization's Quality Assurance Program? If Respondent is a member, submit documentation in the Proposal verifying your NMEDA membership.

Yes, I am a member of NMEDA

No, I am not a member of NMEDA

If you are not currently a member of NMEDA, do you have plans to become a member in the near future?

Yes

No

Other:

**5.2.2** How many vehicle mobility modifications has Respondent’s company successfully completed in the last three years? Describe the vehicle makes and models most commonly modified.

Number of modifications in the last 3 years performed by vendor:

Make: Model:

Make: Model:

Make: Model:

Make: Model:

Make: Model:

Make: Model:

Make: Model:

Make: Model:

**5.2.3** Does Respondent offer the following equipment with installation services?  
(check all that apply)

Wheelchair ramps

Hand Controls and Steering Aids

Wheelchair Securement and Tie Downs

Scooter Lifts

Special Acceleration and Braking Solutions  
for Adaptive Vehicles

Transfer Seats and Seating Solutions

Other:

**5.2.4** Does Respondent provide any instruction or information about the installed equipment to the owner of the vehicle? Please explain.

Yes

No

Explain:

**5.2.5** Explain the type of training your staff has received specifically for vehicle mobility modifications.

Staff attends Classroom Training

Staff attends On-site training provided through vendors

Staff attends training at industry conferences/shows

Staff attends additional training as new technology is developed for mobility devices

Other:

**5.2.6** Does the Respondent provide a labor warranty on the work they perform?

Yes

No

If yes, how long is the warranty?

Does Respondent submit the warranty cards for all equipment installed or provide the cards to the owner of the vehicle to submit?

I submit the warranty cards for the client.

I provide the warranty cards to the owner of the vehicle to submit.

Other comments:

**Please provide actual warranty documentation for the major equipment brands you install and/or provide specific length of warranty information with your Proposal.**

**5.2.7** Does the Respondent provide ongoing service and maintenance?

Yes

No

Provide details of any service reminder program or maintenance schedule you maintain for the client:

If Respondent provides any emergency services, please describe the services available:

Do you have a phone number for emergency calls which is answered outside of business hours? If so, please provide the number below:

How fast do you respond to an emergency call and what options do you provide a client?

**5.2.8** Are replacement parts stocked and readily available?

If not, how long does it generally take to get replacement parts?

## SECTION 6      EVALUATION AND SELECTION

### **6.1 Introduction**

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

### **6.2 Evaluation Committee**

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

### **6.3 Technical Proposal Evaluation and Scoring**

All Technical Proposals will be reviewed to determine if they comply with the Mandatory Specifications. The Technical Proposals will then be evaluated and scored on the Scored Technical Specifications described in Sections 5.1 and 5.2. To be deemed a Responsive Proposal, the Proposal must:

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

An addendum identifying the points assigned to evaluation criteria and minimum score required will be posted on the due date of the ITQ.

### **6.4 Tied Score and Preferences**

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

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

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

- 6.4.4** Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.
- 6.4.5** Preferences required by applicable statute or rule shall also be applied, where appropriate.

## SECTION 7 CONTRACT TERMS AND CONDITIONS

### 7.1 Contract Terms and Conditions

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

The Contract terms and conditions in this Section 6, the General Terms and Conditions to the extent referenced and linked to on the ITQ cover page, and/or any Terms and Conditions attached to and accompanying this ITQ as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the ITQ specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

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

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

- 7.1.1** Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;
- 7.1.2** Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;



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

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

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

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

### **7.2.1 Indemnification**

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

### **7.2.2 Limitation of Liability**

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

### **7.2.3 Jurisdiction and Venue**

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

#### **7.2.4 Confidentiality**

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

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

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

#### **7.2.6 Term Length**

The Contract shall have an initial term of three (3) years, beginning on the date of contract execution (the “**Effective Date**”). At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for one three year renewal period, not to exceed a total contract term of six (6) years. The State will give the Contractor written notice of its intent whether to exercise each option no later than sixty (60) days before the end of the Contract’s then-current term.

#### **7.2.7 Payment Terms**

##### **7.2.7.1 Payment Methods**

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

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

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

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

##### **7.2.7.3 State Warrant**

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

##### **7.2.7.4 Payment Terms**

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

**7.2.7.5 Respondent Discounts**

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

**7.2.7.6 Prompt Payment Discount**

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

**7.2.7.7 Invoices**

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

**7.2.8 Insurance**

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

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
Each Occurrence		\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Garage Keepers Liability	Each Occurrence	\$500,000
	Aggregate	\$500,000
Garage Liability	Each Occurrence	\$1,000,000
	Aggregate	\$2,000,000
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of

Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

### **7.3 Order of Precedence**

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the ITQ cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the ITQ cover page, any terms and conditions attached to and accompanying this ITQ as attachment 5 (Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.

**Attachment # 1**  
**Certification Letter**

**Alterations to this document are prohibited, see section 2.12.14.**

Date:

Nancy Wheelock, Issuing Officer  
Iowa Department of Administrative Services  
1305 E. Walnut Street  
Des Moines, IA 50319

Re: ITQ1120283085 - PROPOSAL CERTIFICATIONS

Dear Nancy:

I certify that the contents of the Proposal submitted on behalf of \_\_\_\_\_ (Respondent) in response to the Iowa Department of Administrative Services for ITQ1120283085 for Vehicle Mobility Modifications are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

**Certification of Independence**

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

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

**Certification Regarding Debarment**

6. I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d)

have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

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

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

- 7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(4) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

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

Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or

Respondent is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

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

Sincerely,

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Date**

**Attachment #2**  
**Authorization to Release Information Letter**  
**Alterations to this document are prohibited, see section 2.12.14.**

**Date:**

Nancy Wheelock, Issuing Officer  
Iowa Department of Administrative Services  
1305 E. Walnut Street  
Des Moines, IA 50319

Re: ITQ1120283085 - AUTHORIZATION TO RELEASE INFORMATION

Dear Nancy:

[Name of Respondent] \_\_\_\_\_ (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 **ITQ1120283085**.

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 ITQ.

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 ITQ.

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 ITQ.

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

Sincerely,

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Date**

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

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

**1. Confidential Treatment Is Not Requested**

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

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

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

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

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

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

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



**Part 1 – No Confidential Information Provided**

**Confidential Treatment Is Not Requested**

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

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

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

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

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

**Part 2 - Confidential Treatment is Requested**

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

**NOTE:**

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

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
ITQ Number

\_\_\_\_\_  
ITQ Title

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment #4  
Response Check List**

ITQ REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
<b>TECHNICAL PROPOSAL</b>			
3. One (1) electronic copy of the Technical Proposal.			
3. One (1) Public Copy with Confidential Information Excised			
3. Transmittal Letter (Signed)			
3. Respondent Background Information			
3. Experience			
3. Specifications (5.1 Mandatory and 5.2 Scored)			
3. Terminations			
3. Criminal Background			
3. Acceptance of Terms and Conditions			
3. Certification Letter			
3. Authorization to Release Information			
3. Firm Proposal Terms			
3. Signed Addendums			
3. Form 22 – Request for Confidentiality			
Attachment #6 – Federal T & Cs (Signed)			

**Respondent shall include any additional supporting documentation and attachments required in the Proposal.**

Attachment #5

AGREEMENT (TEMPLATE)

*This is a template of the Agreement which will be executed between the State and the successful Contractor(s). For informational purposes only. Do not return with your Proposal.*

VEHICLE MOBILITY MODIFICATION GOODS AND SERVICES

This Agreement for Vehicle Mobility Modification Goods and Services (hereinafter referred to as "Agreement") is entered into by and between the State of Iowa, acting by and through the Iowa Department of Administrative Services, (hereinafter referred to as "State") and (\_\_\_\_\_*Contractor Name*\_\_\_\_\_), (hereinafter referred to as "Contractor"), each hereinafter a party and collectively the parties.

NOW, THEREFORE, the parties agree as follows:

**SECTION 1: IDENTITIES**

**1.1 Parties**

- a. State is authorized to enter into this Agreement. State's address is: Dept. of Administrative Services (DAS), Central Procurement Bureau, Hoover Building – Floor 3, 1305 E. Walnut Street, Des Moines, IA 50319
- b. Contractor, a (*legal entity type*) is organized under the laws of the State of (*State of organization*) and registered with the Iowa Secretary of State. The Contractor's address is: (*Contractor Address*).

**1.2 Contract Manager**

Contractor has designated an individual to serve as Contract Manager, who, as the duly appointed representative of Contractor, shall be responsible for Agreement implementation, administration and negotiation of any modifications thereto:

Contractor's Project Manager:

*Name*  
*Title*  
*Address*  
*Phone*  
*Email*

**SECTION 2: STATEMENT OF PURPOSE**

**2.1 Background**

The State issued an Invitation to Qualify (ITQ) to identify a number of firms qualified and capable of delivering fixed price Vehicle Mobility Modification Goods and Services (hereinafter referred to as "Mobility Modifications") from inception to implementation for the Iowa Vocational Rehabilitation Services. Firms deemed ITQ PREQUALIFIED (Contractor herein), are expected to deliver Mobility Modifications as required in the ITQ (ITQ1120283085) procurement document. Contractors may, at State's discretion, be given the opportunity to bid on Mobility Modifications through a process limited to the ITQ PREQUALIFIED Contractor list. Such competitive solicitations may result in the award of Mobility Modifications to a Contractor.

## **2.2 Purpose**

The parties have entered into this Agreement for the purpose of establishing the basic terms and conditions under which a Contractor will be awarded Mobility Modifications.

### **SECTION 3: AGREEMENT TERM**

#### **3.1 Agreement Term**

The initial term of Agreement shall begin on the date signed by the State and continue through \_\_\_\_\_ unless terminated earlier in accordance with Agreement terms. This Agreement may be extended for an additional three annual renewal periods upon agreement by both parties.

### **SECTION 4: OBLIGATIONS**

#### **4.1 Material Change in Contractor Representations and Skills**

Contractor shall notify State promptly of any material changes in its representations, skills, abilities and resources to provide Services described in its proposal and related materials submitted in response to State's ITQ1120283085.

#### **4.2 Terms and Conditions of State**

Contractor agrees to State's Terms and Conditions contained in ITQ1120283085.

#### **4.3 Evaluation and Awards for Vehicle Modification Goods and Services**

Contractor may participate in competitive solicitation opportunities solicited by the State for fixed price Mobility Modifications when its skills meet the solicitation specifications and requirements. Solicitations for Mobility Modifications will occur on an as needed basis.

#### **4.4 Guarantee & Applicability**

Contractor understands and confirms the Agreement does not guarantee any purchase of Mobility Modifications by the State. Contractor also understands and confirms the Agreement may not be used to directly contract with the State to provide Mobility Modifications. Further, Contractor understands that it and the State must follow applicable State procurement rules and requirements for competitive solicitation processes.

#### **4.6 Non-Exclusive Rights**

This Agreement is not exclusive. During the term of the Agreement, the State reserves the right to competitively procure and select other firms to provide the Mobility Modifications described in the Agreement.

#### **4.7 Contractor ITQ Disqualification**

In addition to its other remedies described herein, the State shall have the right at any time during the term of Agreement to direct that the Mobility Modifications provided by Contractor be fully or partially suspended or stopped if Contractor's deliverables fail to conform to the applicable specifications and requirements of the solicitation or Agreement terms.

The State shall measure agency satisfaction and acceptance of Contractor's performance under the ITQ. If deemed necessary, the State shall provide Contractor written notice of a stop work directive and/or notice of removal from the list of ITQ Contractors. State reserves the right at

any time to require additional qualification information from Contractor or require that Contractor re-qualify for designation as an ITQ PREQUALIFIED Contractor.

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

**STATE OF IOWA**  
**Acting by and through the**  
**Iowa Department of Administrative Services**

***Contractor***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT 6

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

### FEDERAL UNIFORM ADMINISTRATIVE REQUIREMENTS

TITLE 2 CFR, CHAPTER II, OMB GUIDANCE PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

All non-Federal entities must adhere to federal legislation passed by Congress as well as codified regulations implemented through administrative requirements. The following language must be included in any non-Federal entities' agreement articles, contracts, MOUs, and LOAs.

### ACKNOWLEDGEMENTS AND ASSURANCES

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

## **ACKNOWLEDGEMENT OF FEDERAL FUNDING FROM FEDERAL AGENCIES**

- All non-Federal entities using Federal financial assistance will comply with requirements to acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. **ACTIVITIES CONDUCTED ABROAD**
- All non-Federal entities using financial assistance will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained. **AGE DISCRIMINATION ACT OF 1975**
- All non-Federal entities using financial assistance will comply with the requirements of the Age Discrimination Act of 1975 (42 USC. § 6101et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance. **AMERICANS WITH DISABILITIES ACT OF 1990**
- All non-Federal entities using federal financial assistance will comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits non-Federal entities from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC. §§ 12101-12213).

## **ANIMAL WELFARE ACT OF 1966**

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

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

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

## **BYRD ANTI-LOBBYING AMENDMENT (31 USC. 1352)**

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



takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

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

- Clean Air Act (42 USC. 7401-7671q.) and the Federal Water Pollution Control Act (33 USC. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- All non-Federal entities using federal financial assistance will comply with the requirements of 42 USC. § 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

#### **COASTAL WETLANDS PLANNING, PROTECTION, AND RESTORATION ACT OF 1990**

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

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

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

## **CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

- The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. See §200.326 Contract provisions
  - a. Contracts for more than the simplified acquisition threshold set at \$150,000.
    - i. All Non-Federal entities who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 USC. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.
  - b. Contracts in excess of \$10,000.
    - i. All Non-Federal entities s that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

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

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

## **CONTRACT COST AND PRICE §200.323**

- The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record

of past performance, and industry profit rates in the surrounding geographical area for similar work. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

#### **CONTRACT PROVISIONS §200.326**

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

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

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

#### **COPYRIGHT**

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

#### **DAVIS-BACON ACT**

- Non-Federal entities, as applicable, with the provisions of the Davis-Bacon Act (40 USC. §§ 276a to 276a-7), the Copeland Act (40 USC. § 276c and 18 USC. § 874), and the Contract Work Hours and Safety Standards Act (40 USC. §§ 327 - 333) regarding labor standards for federally-assisted

construction sub-agreements. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act, as amended (40 USC. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 USC. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 USC. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that contractors or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

#### **DEBARMENT AND SUSPENSION EXECUTIVE ORDERS 12549 AND 12689**

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

#### **FEDERAL AGENCIES SEAL, LOGO AND FLAGS**

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

## **DRUG-FREE WORKPLACE REGULATIONS**

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

## **DUPLICATION OF BENEFITS**

- Any cost allocable to a particular Federal award provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Non-Federal entities from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

## **EQUAL EMPLOYMENT OPPORTUNITY**

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

## **ENERGY POLICY AND CONSERVATION ACT**

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

## **ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) REQUIREMENT**

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

## **FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES**

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

## **FEDERAL ACQUISITION REGULATIONS (FAR)**

- FAR requires non-federal agencies to solicit offers from, award contracts to, and consent to subcontracts only with responsible contractors. Suspensions and debarments are discretionary actions that agencies implement to protect the federal government by excluding contractors who commit fraud, behave unethically, or willfully fail to perform or have a history of failure to perform according to the terms of a contract from conducting business with the federal government.

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

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

## **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006**

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

## **FEDERAL LEADERSHIP ON REDUCING TEXT MESSAGING WHILE DRIVING**

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

## **FLOOD DISASTER PROTECTION ACT OF 1973**

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

#### **FLY AMERICA ACT OF 1974**

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

#### **HATCH ACT**

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

#### **HOTEL AND MOTEL FIRE SAFETY ACT OF 1990**

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

#### **IMPROVING ACCESS TO SERVICES LIMITED ENGLISH PROFICIENCY EXECUTIVE ORDER 13166**

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

#### **INDEMNIFICATION**

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

- The non-Federal entity and its sub-contractors agrees to defend HSEMD, the State of Iowa, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the non-Federal entities is required to protect, save or hold harmless.

#### **LOBBYING PROHIBITIONS**

- None of the funds provided under an award may be expended by the non-Federal entities to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement.

#### **NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) OF 1969**

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

#### **NATIONAL FLOOD INSURANCE ACT OF 1968**

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

#### **NON-SUPPLANTING REQUIREMENT**

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

#### **PATENTS AND INTELLECTUAL PROPERTY RIGHTS**

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



## **PROCUREMENT STANDARDS**

- When procuring property and services under a grant, a non-Federal entity will follow the same policies and procedures it uses for procurements from its non-Federal funds. Non-Federal entities must ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Contracting and procurement standards must be in accordance with the written adopted procedures of non-Federal entities, as long as the procurement standards conform to applicable State and Federal law.
- Non-Federal entities shall ensure that every purchase order or contract includes all clauses required by Federal statutes, executive orders, and other regulations.
- Non-Federal entities shall submit bid and contracts greater than \$5,000 to HSEMD, prior to awarding or executing the contracts. HSEMD will review and comment regarding compliance with federal/state guidelines and procedures. Failure to submit for review may result in denial of request for payment if contract/procurement procedures are deemed non-compliant.

## **PROCUREMENT OF RECOVERED MATERIALS**

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

## **PROTECTION OF HUMAN SUBJECTS**

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

## **REHABILITATION ACT OF 1973**

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

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

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

## **REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION**

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

## **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

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

## **SAFECOM REQUIREMENTS**

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

## **SINGLE AUDIT CERTIFICATION AND ASSURANCE**

- Non-Federal entities must comply with the Office of Management and Budget Circular A-133, the "Single Audit Act, as amended," and the "Single Audit Act Amendments of 1996, as amended," Audit requirements for non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted. A program specific audit may be conducted in place of a single audit if the auditee meets the terms specified in Office of Management and Budget Circular A-133 Subpart B § \_\_.200, paragraph C. The Single Audit Act provides that the audit shall be made by an independent auditor and in addition to the financial audit, requires that the independent auditor determine and report on whether the organization has internal control systems to provide reasonable assurance that it is managing Federal assistance programs

in compliance with applicable laws and regulations. In order to provide this assurance the auditor must make a study and evaluation of internal control systems used in administering Federal assistance programs. The study and evaluation must be made whether or not the auditor intends to place reliance on such systems.

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

- All non-Federal entities using federal financial assistance will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Non-Federal entities must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Non-Federal entities are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. Non-Federal entities of financial assistance will comply with the requirements of (42 USC. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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

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

#### **TITLE IX OF EDUCATION AMENDMENTS OF 1972**

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

#### **TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

- All non-Federal entities using federal financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 USC. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007 In accordance with the statutory requirement, in each agency award

under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the Non-Federal entities or a sub Non-Federal entities - (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or sub awards under the award. Full text of the award term is provided at 2 CFR § 175.15.

**TERRORIST FINANCING**

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

**UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (SAM)**

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

**USA PATRIOT ACT OF 2001**

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

**WHISTLEBLOWER PROTECTION ACT**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**ATTACHMENT #7  
TRANSMITTAL LETTER**

The individual authorized to legally bind the Respondent is (sign below):

**Company Information:**

**Company Name:**

**Company Address:**

**Company Contact:**

**Company Phone#:**

**Company Email:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title