

**REQUEST FOR PROPOSAL**

**RFP COVER SHEET**

**Administrative Information:**

<b>TITLE OF RFP:</b>	<b>One-Stop Operator for Central District</b>	<b>IWD309NIT18203</b>	
<b>Agency:</b>	<b>Iowa Workforce Development on Behalf of the Local WDBs in the Territory</b>		
<b>Number of mos. or yrs. of the initial term of the contract:</b>	<b>11 Months</b>	<b>Number of possible annual extensions:</b>	<b>1 Year</b>
<b>State Issuing Officer:</b> Ben Humphrey Phone: 515-725-5682 E-mail: <a href="mailto:Benjamin.Humphrey@iwd.iowa.gov">Benjamin.Humphrey@iwd.iowa.gov</a>			
<b>Mailing Address:</b> Iowa Workforce Development 1000 East Grand Avenue Des Moines, IA 50319			
<b>PROCUREMENT TIMETABLE—Event or Action:</b>		<b>Date/Time (Central Time):</b>	
State Posts Notice of RFP on TSB website		<b>August 16, 2017@4:00 pm CST</b>	
State Issues RFP		<b>August 19, 2017@4:00 pm CST</b>	
RFP written questions, requests for clarification, and suggested changes from Contractors due:		<b>September 6, 2017@2:00 pm CST</b>	
Proposals Due Date:		<b>September 22, 2017@2:00 pm CST</b>	
<b>Relevant Websites:</b>	<b>Web-address:</b>		
Internet website where Addenda to this RFP will be posted:	<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>		
Internet website where contract terms and conditions are posted:	Term and Conditions for services: <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>		
Number of Copies of Proposals Required to be Submitted:		1 Original, 1 Digital, and 3 Copies	
Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:		<b>90 Days</b>	

**1.1 Purpose**

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

**1.2 Definitions**

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

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

**“CEO”** means the Chief Elected Official Boards for Region 3/4, Region 5, Region 11, and Region 15.

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

**“Contractor”** means a vendor submitting Proposals in response to this RFP.

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

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

**“Individual with a Barrier to Employment”** means a member of one or more of the following populations:

- Displaced homemakers.
- Low-income individuals.
- Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166 of WIOA.
- Individuals with disabilities, including youth who are individuals with disabilities.
- Older individuals.
- Ex-offenders.
- Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. section 14043e–2(6))), or homeless children and youths (as defined in section 725(2) of the McKinney–Vento Homeless Assistance Act (42 U.S.C. section 11434a(2))).
- Youth who are in or have aged out of the foster care system.

- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
- Eligible migrant and seasonal farmworkers, as defined in section 167(i).
- Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. section 601 et seq.).
- Single parents (including single pregnant women).
- Long-term unemployed individuals.
- Such other groups as the Governor involved determines to have barriers to employment.

**“Local WDBs”** means the local workforce development boards for Region 3/4, Region 5, Region 11, and Region 15.

**“Region 3/4”** means the local workforce development area/region in Iowa that includes the counties of Lyon, Osceola, Dickinson, Emmet, Kossuth, Sioux, O’Brien, Clay, Palo Alto, and Buena Vista. The comprehensive one-stop center in the Region is located at: 217 West Fifth Street, Spencer, Iowa 51301.

**“Region 5”** means the local workforce development area/region in Iowa that includes the counties of Pocahontas, Humboldt, Wright, Calhoun, Webster, and Hamilton. The comprehensive one-stop center in the Region is located at: 3 Triton Circle, Fort Dodge, Iowa 51301.

**“Region 11”** means the local workforce development area/region in Iowa that includes the counties of Boone, Story, Dallas, Polk, Jasper, Madison, Warren, and Marion. The comprehensive one-stop center in the Region is currently located at: 430 East Grand Avenue, Des Moines, Iowa 50309. The center will move locations in the autumn of 2017.

**“Region 15”** means the local workforce development area/region in Iowa that includes the counties of Mahaska, Keokuk, Lucas, Monroe, Wapello, Jefferson, Wayne, Appanoose, Davis, and Van Buren. The comprehensive one-stop center in the Region is located at: 15260 Truman Street, IHCC North Campus, Ottumwa, Iowa 52501.

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

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

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

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

**“Territory”** means the Central District, which consists of Region 3/4, Region 5, Region 11, and Region 15.

**“USDOL”** means the United States Department of Labor.

**“WIOA”** means the federal Workforce Innovation and Opportunity Act of 2014, Public Law No. 113–128, its implementing regulations, and interpretive guidance issued by USDOL.

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

Contractors will be required to submit their Proposals in hardcopy. It is the Agency’s intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

### **1.4 Background Information**

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

#### **1.4.1. Purposes of WIOA**

The purposes of WIOA are:

(1) To increase, for individuals in the United States, particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market.

(2) To support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States.

(3) To improve the quality and labor market relevance of workforce investment, education, and economic development efforts to provide America's workers with the skills and credentials necessary to secure and advance in employment with family sustaining wages and to provide America's employers with the skilled workers the employers need to succeed in a global economy.

(4) To promote improvement in the structure of and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, jobseekers, and employers.

(5) To increase the prosperity of workers and employers in the United States, the economic growth of communities, regions, and States, and the global competitiveness of the United States.

(6) For purposes of subtitle A and B of title I of WIOA, to provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the Nation.

#### **1.4.2. One-Stop Operator Role**

The one-stop operator shall coordinate the service delivery of participating one-stop partners and service providers in each local workforce development area/region of the Territory. Coordinating the service delivery of participating one-stop partners and services providers shall include facilitating integrated partnerships in each local workforce development area/region in the Territory that:

- Seamlessly incorporate services for the common customers served by multiple program partners of the comprehensive one-stop center.
- Develop and implement operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings.
- Organize and integrate services at the comprehensive one-stop center in a local workforce development area/region by function (rather than program), when permitted by a program's authorizing statute and, as appropriate, through the coordinating staff communication, capacity building, and training efforts.

In carrying out its role and activities, the one-stop operator must:

- Disclose any potential conflicts of interest arising from the relationships of the one-stop operators with particular training service providers or other service providers, including but not limited to, career services providers;
- In coordinating services, refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services; and
- Comply with Federal regulations, and procurement policies, relating to the calculation and use of profits.

#### **1.4.3. One-Stop Operator Prohibited Functions**

One-stop operators may not perform the following functions:

- Convene system stakeholders to assist in the development of the local plan; prepare and submit local plans (as required under WIOA sec. 107);
- Be responsible for oversight of itself;

- Manage or significantly participate in the competitive selection process for one-stop operators;
- Select or terminate one-stop operators, career service providers, and youth providers;
- Negotiate local performance accountability measures; or
- Develop and submit budgets for activities of the Local WDB in the Local Area.

Local organizations often function simultaneously in a variety of roles, including local fiscal agent, Local WDB staff, one-stop operator, and direct provider of services. Any organization that has been selected or otherwise designated to perform more than one of these functions must develop a written agreement with the Local WDB and CEO to clarify how the organization will carry out its responsibilities while demonstrating compliance with WIOA and corresponding regulations, relevant Office of Management and Budget circulars, and the State's conflict of interest policy. When the entity serving as the one-stop operator is also serving in a different role within the one-stop delivery system (as, for example, when a Local WDB serves as the one-stop operator), the one-stop operator may perform some or all of the functions in this subsection, but only if it has established sufficient firewalls and conflict of interest policies and procedures.

#### **1.4.4. One-Stop Operator Measures of Performance**

The Contractor shall negotiate measures of performance for each Region in the Territory. Each of the Local WDBs may alter the one-stop operator measures of performance at any point during the term of contract. This includes subtracting measures, adding measures, or changing existing measures.

#### **1.4.5. Estimated Budget**

The estimated budget for the Territory for the initial year of the Contract is: \$32,500 – \$37,500.

#### **1.4.6. Contract Contingent on Funding**

Any contract that results from this RFP is contingent on receipt of federal and state funding. The contract that results from this RFP may be amended or terminated at any time due to a change in federal and/or state funding.

#### **1.4.7. One-Stop Operator Selection under WIOA**

WIOA and its implementing regulations require the use of a competitive process for the selection of a one-stop operator for the system, and to support continuous improvement through the evaluation of one-stop operator performance and the re-competition of operators at least once every four years. Competition is intended to promote the efficiency and effectiveness of one-stop operators by providing a mechanism to regularly examine performance and costs against original expectations.

Under the Workforce Investment Act of 1998 (WIA), many Local Workforce Investment Boards (WIBs) served as one-stop operators. One-stop operators could be designated or certified through three mechanisms: a competitive process; as a consortium of three or more partners; or “grandfathered” in from the Job Training Partnership Act (JTPA). Many of these entities have continued to be one-stop operators since the inception of WIA.

WIOA requires that all one-stop operators be selected or designated through a competitive process. WIOA does not allow for the “designation” or “certification” of any entity as a one-stop operator, including a Local WDB, without a competitive process. WIOA provides no explicit authority to “grandfather” in existing one-stop operators.

Competition provides the best method of ensuring that one-stop operator effectiveness is examined on a periodic basis. Additionally, regular competition allows Local WDBs and the State to make improvements based on their one-stop certification process, particularly in regards to the role of the operator and other service delivery performance and performance metrics that may shift or change as one-stop partners and the Local WDBs update their Memoranda of Understanding (MOUs).

The Information Collection Request (ICR) Control Number 1205-0461 for the ETA-9130 form supports WIOA sec. 184(c), 184(d), and 185 and 2 CFR parts 200 and 2900. WIOA sec. 185(a)(1) requires “recipients of funds under this title... keep records that are sufficient to permit the preparation of reports required by this title and to permit the tracing of funds to a level of expenditures adequate to ensure that the funds have not been spent unlawfully.” Records and supporting documentation on the expending of Federal funds on grant activities, such as the competitive selection of the one-stop operators, must be retained to sufficiently support the expenditures reported on the quarterly ETA-9130 form. Record retention and recordkeeping requirements are also applicable to the conflict of interest and Local WDB meetings. The gathering and maintaining of records to document the selection of a one-stop operator, as identified in this policy guidance, supports ICR Control Number 1205-0461.

The Department of Workforce Development is performing the competitive selection of a one-stop operator for the Central District, on behalf of the Local WDBs. The contract for one-stop operator will be between the selected Contractor and the Local WDBs.

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

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

**2.2 Restriction on Communication**

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

**2.3 Downloading the RFP from the Internet**

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

**2.4 Procurement Timetable**

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

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

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

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



**2.6 Amendment to the RFP**

The Agency reserves the right to amend the RFP at any time using an addendum. The Contractor 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 Contractors to amend their Proposals in response to the addendum.

**2.7 Amendment and Withdrawal of Proposal**

The Contractor 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 Contractor and received by the time set for the receipt of Proposals. Electronic mail and faxed amendments will not be accepted. Contractors must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

**2.8 Submission of Proposals**

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

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

**2.9 Proposal Opening**

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and the Agency has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Contractors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Contractors 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 Contractor.

**2.11 No commitment to Contract**

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

## **2.12 Rejection of Proposals**

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

- 2.12.1** The Contractor fails to deliver the cost proposal in a separate envelope.
- 2.12.2** The Contractor acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Contractor's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- 2.12.4** The Contractor's Proposal limits the rights of the Agency.
- 2.12.5** The Contractor fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
- 2.12.6** The Contractor fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Contractor fails to include Proposal Security, if required.
- 2.12.8** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Contractor initiates unauthorized contact regarding the RFP with state employees.
- 2.12.11** The Contractor provides misleading or inaccurate responses.
- 2.12.12** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsive Contractor.
- 2.12.13** The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

## **2.13 Nonmaterial Variances**

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

the RFP specifications or excuse the Contractor from full compliance with RFP specifications or other Contract specifications if the Contractor 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 Contractor'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 Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Contractor'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 Contractor 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 Contractor 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 Contractor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Contractor's Proposal. The Agency will not consider information received from or through Contractor if the information materially alters the content of the Proposal or the type of goods and/or services the Contractor is offering to the Agency. An individual authorized to legally bind the Contractor 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 Contractor. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be in the public domain and be available for inspection by interested parties, except for information for which Contractor properly requests confidential treatment or according to exceptions provided in Iowa Code Chapter 22 or other applicable law.

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

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

### 2.19.1 Form 22 Requests for Confidentiality

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

### 2.19.2 Confidential Treatment Is Not Requested

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

### 2.19.3 Confidential Treatment of Information is requested

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

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

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

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

If Agency receives a request for information that Contractor has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such material, Contractor shall, at its sole expense, appear in such action and defend its request for confidentiality. If Contractor fails to do so, Agency may release the

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

**2.20 Copyright Permission**

By submitting a Proposal, the Contractor 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 Contractor consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

**2.21 Release of Claims**

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

**2.22 Evaluation of Proposals Submitted**

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a contract resulting from this RFP to the Contractor offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Contractor(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

**2.23 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Contractors submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency. If the successful Contractor 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 Contractor the Agency believes will provide the best value to the State.

**2.24 No Contract Rights until Execution**

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

**2.25 Choice of Law and Forum**

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

**2.26 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. Contractors 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.

**2.27 No Minimum Guaranteed**

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

**2.28 Appeals**

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

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

**3.1 Instructions**

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

- 3.1.1** The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelope. The envelopes shall be numbered in the following fashion: 1 of 2, 2 of 2, etc. The envelopes shall be labeled with the following information:

**RFP Number: IWD309NIT18203**  
**RFP Title: One-Stop Operator for Central District**  
**Ben Humphrey**  
**Iowa Workforce Development**  
**1000 East Grand Avenue**  
**Des Moines, IA 50319**

***[Contractor's Name and Address]***

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

1 Original, 1 Digital, and 3 Copies of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

Technical Proposal Envelope Contents

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

Cost Proposal Envelope Contents

Original Cost Proposal  
Cost Proposal on digital media

- 3.1.2** If the Contractor designates any information in its Proposal as confidential pursuant to Section 2, the Contractor 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 Contractor proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately and each will be evaluated separately.

### **3.2 Technical Proposal**

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

#### **Exhibit 1 - Transmittal Letter (Required)**

An individual authorized to legally bind the Contractor shall sign the transmittal letter. The letter shall include the Contractor's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.

#### **Exhibit 2 - Executive Summary**

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

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

#### **Exhibit 3 - Mandatory Specifications and Scored Technical Specifications**

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

#### **Exhibit 4 - Vendor Background Information**

The Contractor shall provide the following general background information:

- Form of business entity, i.e., corporation, partnership, proprietorship, limited Liability Company.
- The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor's performance under the terms of this RFP.
- The successful Contractor 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>

**Exhibit 5 - Experience**

The Contractor must provide the following information regarding its experience:

- Number of years in business.
- The level of technical experience in providing the types of services sought by the RFP.
- Letters of reference from three (3) previous customers or clients knowledgeable of the Contractor's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

**Exhibit 6 - Termination, Litigation, Debarment**

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

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

**Exhibit 7 - Acceptance of Terms and Conditions**

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

own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

**Exhibit 8 - Certification Letter**

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

**Exhibit 9 - Authorization to Release Information**

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

**Exhibit 10 - Firm Proposal Terms**

The Contractor 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 Bid Terms days following the deadline for submitting Proposals.

**3.3 Cost Proposal**

The Contractor shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services. The cost proposal shall cover the initial 8-month term of any contract awarded and the proposed cost of one year extension. See Attachment #5.

- **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 made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Contractors shall provide payment acceptance information in this section 3.3.1 in their Cost Proposals. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

- **Credit card or ePayables**

The State of Iowa’s Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Contractor uses the Pcard or EAP payment methods. Pcard-accepting Contractors must abide by the State of Iowa’s Terms of Pcard Acceptance, as provided in Section 6.7 of the RFP. Contractors must provide a statement regarding their ability to meet the requirements I this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

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

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

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

- **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.

- **Payment Terms**

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

- **Contractor Discounts**

Contractors shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

- **Prompt Payment Discount**

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

- **Cash Discount**

The State may consider cash discounts when scoring Cost Proposals.

**SECTION 4      SPECIFICATIONS**

**Overview**

The successful Contractor shall provide the goods and/or services to Agency and other agencies using the Contract in accordance with the specifications as provided in this Section. The Contractor 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, Contractor 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 Contractor. Proposals must identify any deviations from the specifications of this RFP or specifications the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

**4.1 Mandatory Specifications**

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

<b>Mandatory Specifications for One-Stop Operator</b>	<b>Yes or No</b>
1. The Contractor will disclose any potential conflicts of interest arising from the relationships of the operators with particular training service providers or other service providers (further discussed in 20 C.F.R. § 679.430).	
2. The Contractor will not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term career and training services.	
3. The Contractor will comply with Federal regulations and procurement policies relating to the calculation and use of profits, including those at 20 C.F.R.§ 683.295, the Uniform Guidance at 2 CFR part 200, and other applicable regulations and policies.	

**4.2 Scored Technical Requirements**

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 5.

<b>Scored Specifications for One-Stop Operator</b>
<b>Part 1 – Maximum: 15 points.</b> Describe any relevant experience fostering productive partnerships for the provision of programs, services, and activities to individuals and businesses.
<b>Part 2 – Maximum: 15 points.</b> Describe how the Contractor will facilitate the development of partnerships in each of the Regions that seamlessly incorporate services for the common customers served by multiple program partners of the comprehensive one-stop center using customer-centered design that maximizes accessibility for individuals with barriers to employment.
<b>Part 3 – Maximum: 15 points.</b> Describe how the Contractor will facilitate partnerships in the Regions that result in the development, implementation, and oversight of standards, policies, and procedures that ensure a high-quality of customer service for individuals and business that receive services from one-stop system partners.
<b>Part 4 – Maximum: 15 points.</b> Describe how the Contractor will facilitate partnerships in the Regions that develop and implement operational policies that reflect an integrated system of performance, communication, and case management, and uses technology to achieve integration and expanded service offerings.
<b>Part 5 – Maximum: 15 points.</b> Describe how the Contractor will develop partnerships in the Regions that facilitate partnerships that organize and integrate services at the comprehensive one-stop center in a local workforce development area/region by function (rather than program), when permitted by a program’s authorizing statute and, as appropriate, through the coordinating staff communication, capacity building, and training efforts.
<b>Part 6 – Maximum: 15 points.</b> The Contractor’s one-stop operator budget. See Attached as a recommended budget template.
<b>Part 7 – Maximum: 10 points.</b> Describe the Contractors methodology for creating the one-stop operator budget it submitted.

<b>SECTION 5      EVALUATION AND SELECTION</b>
------------------------------------------------

**5.1 Introduction**

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

**5.2 Evaluation Committee**

The Agency will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Agency will use an evaluation committee to review and evaluate the Proposals. 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.

**5.3 Tied Bid and Preferences**

**5.5.1** 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 contractors who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

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

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

Second preference in tied bids will be given to contractors based in the United States or products produced in the United States over contractors based or products produced outside the United States.

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

The Agency will ask the top three bidders to provide a demo of their product at their location before an award is made.

#### 5.4 Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications and Scored Technical Specifications described in Section 4.1 and 4.2 and meet the minimum score. To be deemed a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 4.1 and include supportive materials as required to demonstrate the Contractor will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Content and Technical Criteria.

An addendum identifying the points assigned to evaluation criteria and minimum score will be posted prior to the RFP due date.

#### 5.5 Cost Proposal Scoring

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

To assist the agency in evaluating, Cost Proposals may be evaluated and points awarded as follows. The Cost Proposals will remain sealed during the evaluation of the Technical Proposal and any Bidder Demonstration. Only prospective contractors that meet all of the required features will be considered during the cost evaluation phase of the review process. The compliant prospective contractor’s technical points will be added to the cost points, to obtain the total points awarded for the proposal. The Cost Proposals will be ranked from cheapest to the most expensive. The cheapest shall receive the maximum number of points available in this section. To determine the number of points to be awarded all other Cost Proposals, the cheapest bid will be used in all cases as the numerator. Each of the other bids will be used as the denominator. The percentage will then be multiplied by the maximum number of points and the resulting number will be the cost points awarded to other compliant contractors. Percentages and points will be rounded to the nearest whole value.

Example:

Contractor A quotes \$35,000; Contractor B quotes \$45,000 and Contractor C quotes \$65,000.

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

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

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

## SECTION 6 CONTRACTURAL TERMS AND CONDITIONS

### 6.1 Contract Terms and Conditions

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

The General Terms and Conditions will be incorporated into the Contract. The General Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Contractor.

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

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

### 6.2 Contract Length

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

### 6.3 Insurance

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



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

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

**Alterations to this document are prohibited, see section 2.14.14.**

[Date]

Ben Humphrey, Issuing Officer  
Iowa Workforce Development  
1000 East Grand Avenue  
Des Moines, IA 50319

Re: IWD309NIT18203- PROPOSAL CERTIFICATIONS

Dear Ben:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]** \_\_\_\_\_ (Contractor) in response to Iowa Workforce Development for IWD309NIT18203 for the One-Stop Operator for the Central District are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

**Certification of Independence**

I certify that I am a representative of Contractor expressly authorized to make the following certifications in behalf of Contractor. By submitting a Proposal in response to the RFP, I certify in behalf of the Contractor 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 contractor 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 Contractor to induce any other contractor to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Contractor 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 Contractor 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 Contractor 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 Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

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

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

Contractor also acknowledges that the Agency may declare the Contractor’s Proposal or resulting contract void if the above certification is false. The Contractor 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 2.14.14.**

[Date]

Ben Humphrey, Issuing Officer  
Iowa Workforce Development  
1000 East Grand Avenue  
Des Moines, IA 50319

Re: IWD309NIT18203 - AUTHORIZATION TO RELEASE INFORMATION

Dear **Ben**:

**[Name of Contractor]** \_\_\_\_\_ (**Contractor**) hereby authorizes the Iowa Workforce Development ("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 Contractor in response to IWD309NIT18203.

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor 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 Contractor is willing to take that risk.

The Contractor 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 Contractor in response to the RFP.

The Contractor 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 Contractor's Proposal submitted in response to RFP.

The Contractor 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 Contractor's Proposal. The Contractor 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 Contractor 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 Contractor in response to RFP.

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

Sincerely,

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

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

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

**Attachment #3**

Form 22 – Request for Confidentiality

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

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

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

**I. Confidential Treatment Is Not Requested**

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

Company	RFP Number	RFP Title
Signature	Title	Date

\*\*\*\*\*

**II. Confidential Treatment Is Requested**

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

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

**NOTE:**

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

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

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

**Form 22 – Request for Confidentiality**

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

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

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

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

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

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

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

This form must be signed by the individual who signed the Contractor's Proposal. The Contractor shall place this Form 22 completed and signed in its Proposal immediately following the transmittal letter. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

**\*Failure to provide the information required in this form may result in rejection of Contractor's request for confidentiality or rejection of the Proposal as being non-responsive.**

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

Company	RFP Number	RFP Title
Signature	Title	Date





**Attachment #4  
Response Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
1. 1 Original, 1 Digital, and 3 Copies			
2. One (1) Public Copy with Confidential Information Excised			
3. Exhibit 1 - Transmittal Letter (Required)			
4. Exhibit 2 - Executive Summary			
5. Exhibit 3 - Mandatory Specifications and Scored Technical Specifications			
6. Exhibit 4 - Vendor Background Information			
7. Exhibit 5 - Experience			
8. Exhibit 6 - Termination, Litigation, Debarment			
9. Exhibit 7 - Acceptance of Terms and Conditions			
10. Exhibit 8 - Certification Letter			
11. Exhibit 9 - Authorization to Release Information			
12. Exhibit 10 - Firm Proposal Terms			

