

REQUEST FOR PROPOSAL**RFP COVER SHEET****Administrative Information**

Title of RFP	Transitioning to Employment and Advocating for Myself (TEAM)		RFP Number	04062200003
Agency	Iowa Department of Education, Division of Vocational Rehabilitation Services			
Number of months of the initial term of the contract	12 Months	Number of possible annual extensions	5	
Anticipated contract start date:	10/1/22			
Available to Political Subdivisions?	No			
State Issuing Officer: Yvette Clausen Phone: 515-401-2974 Fax: 515-281-0137 E-mail: yvette.clausen@iowa.gov				
PROPOSALS ACCEPTED ELECTRONICALLY THROUGH IOWA VSS The link to VSS is: https://vss.iowa.gov/webapp/VSS_ON/AltSelfService				
PROCUREMENT TIMETABLE—Event or Action			Date/Time (Central Time)	
State Posts Notice of RFP on TSB website			4/6/2022	
State Issues RFP			4/11/2022	
RFP written questions, requests for clarification, and suggested changes from Respondents due			4/15/2022	
RFP question responses provided by			4/22/2022	
Proposals Due			5/6/2022 5:00 P.M. CST	
Relevant Websites				
Internet website where Addenda to this RFP will be posted: http://bidopportunities.iowa.gov/?pgname=viewall				
Internet website where contract terms and conditions are posted https://das.iowa.gov/sites/default/files/procurement/pdf/terms_services_2016.pdf				
Internet website where Proposals will be submitted electronically: https://vss.iowa.gov/webapp/VSS_ON/AltSelfService				
Number of Copies of Proposals Required to be Submitted:			1 Digital Copy	
Firm Proposal Terms				
The minimum number of days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm is 90 Days.				

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SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Sections 4-5 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) for the initial period 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:

"504" means Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability.

"AEA" means Area Education Agency.

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

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

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

"DMPS" means Des Moines Public Schools.

"DMPS WECs" means Des Moines Public Schools Work Experience Coordinators.

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

"IPE" means Individualized Plan for Employment.

"IEP" means Individualized Education Program.

"IVRS" means Iowa Vocational Rehabilitation Services.

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

"LEA" means Local Education Agency.

“Pre-ETS” means Pre-Employment Transition Services.

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

“Respondent” means the company, organization or other business entity submitting a proposal in response to this RFP.

“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.

“Section 511” means those requirements under the Workforce Innovation and Opportunity Act that require all students, and particularly those who traditionally were placed into extended employment, to be afforded pre-employment transition services to achieve competitive integrated employment.

“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.

“Student with Disability” means an individual with a disability between the ages of 14 and 21 who currently attends high school and is on an IEP or covered under the provisions of section 504.

1.3 Overview of the RFP Process

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

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.

Contractors are required to submit their Proposals electronically through the State of Iowa Vendor Self Service portal at: https://vss.iowa.gov/webapp/VSS_ON/AltSelfService. 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 6, Evaluation and Selection.

1.4 Background Information

Transitioning to Employment and Advocating for Myself (TEAM) is intended to provide in-person/on-site programming based on the needs of the student. Proposals for virtual-based programs will not be accepted.

1.4.1 Eligible Program Participants

Students who may participate in the program funded under this RFP are students with disabilities who are attending high school within Des Moines Public Schools (DMPS) and are potentially eligible or eligible for IVRS-funded services, prior to high school graduation.

The students who qualify under this definition are in high school between the ages of 14 and 21 and may be under an Individualized Education Program (IEP), a student under a 504 Plan in high school, or a student who meets the provisions of Section 504.

Documentation requirements for potentially eligible students will need to be completed and provided to IVRS prior to participation in Pre-Employment Transition Services (Pre-ETS). The documentation must include a completed DMPS TEAM Pre-ETS Agreement indicating the student has one of the following: an IEP, a 504 plan, or other documentation that supports the student as having a disability.

1.4.2 Program Description

The program to be funded through this RFP is designed to provide Eligible Program Participants, as defined in Section 1.4.1, the opportunity to participate in Pre-Employment Transition Services (Pre-ETS) in-person/on-site based on the needs of the student. The program will provide students with disabilities with new or expanded opportunities in the following five required activity areas:

1.4.2.1 Job Exploration Counseling

Activities that assist the student with a disability to learn and understand the demands of the workforce, the types of jobs available, the skills needed to perform the essential functions of the job, the career pathways available, and the job exploration experiences which give the student with a disability the ability to make an informed choice regarding his/her vocational goal.

1.4.2.2 Work-Based Learning Experiences

In-school or after-school opportunities or experiences that are outside the traditional school setting and are provided in an integrated environment in the community to the maximum extent possible.

1.4.2.3 Counseling on Opportunities

Activities that describe how to enroll in comprehensive transition or post-secondary educational programs at institutions of higher education and what should be considered in decision-making regarding the post-secondary training environment, including disability supports, course of study related to the program, etc.

1.4.2.4 Workplace Readiness Training

Activities designed to develop social skills and independent living skills to demonstrate the work ethic, attitudes, and behaviors appropriate for competitive integrated employment.

1.4.2.5 Self-Advocacy Instruction

Training, instruction, and counseling on self-advocacy skills development.

1.4.3 Program Focus

The focus of this program is on developing and providing Pre-ETS to Eligible Program Participants as defined in Section 1.4.1. The intent is for the program to work collaboratively with the IVRS Counselors assigned to DMPS and the DMPS Work Experience Coordinators (WECs) in order to provide new or expanded services for students with disabilities in each of the five required activities for Pre-ETS. Responsive proposals must show that the program is providing either a new or expanded service beyond what is already provided by DMPS. The program may not duplicate any class or program already provided by the district. Year-round services will be provided to include activities that occur during the school day and after school, as well as activities throughout the summer.

1.4.4 Program Funding

The total percentage of program costs that will be financed by IVRS with Federal money are 78.7%. There is no non-governmental funding for the program. Recipients must comply with the conditions under Division H, Title V, Section 505 of Public Law 113-76, Consolidated Appropriations Act, 2014.

All awards and resulting contracts are contingent upon IVRS receiving continued Federal funding.

1.5 Objectives

The program is expected to focus on development and implementation of the five required activities for Pre-ETS for Eligible Program Participants. Prior to graduation, Eligible Program Participants between the ages of 14 and 21 will have the opportunity to participate in Pre-ETS (individually or in groups) which will provide them with the option to earn a wage, develop work skills, identify aspects of work that can assist them in identifying jobs for their adult life, develop self-advocacy skills, and learn about post-secondary training opportunities. The objectives of this program include the following:

1.5.1 To develop and provide Eligible Program Participants (prior to graduation) opportunities in job exploration counseling, work-based learning experiences, counseling on opportunities, workplace readiness training, and instruction in self-advocacy.

1.5.2 To work collaboratively with parents/guardians, other programs offered within DMPS, and community partners.

1.5.3 To work collaboratively with the IVRS Counselors assigned to DMPS, DMPS WECs and other DMPS staff.

1.5.4 To identify intensive needs when working with the potentially eligible students in order to refer to IVRS as applicants.

1.6 Eligible Respondents

Any entity that works collaboratively with school districts and/or IVRS is eligible to respond to this RFP. The funding is not to be used for subcontracting purposes. The program is expected to provide new or expanded Pre-ETS activities for each student identified as indicated on the Pre-ETS Agreement or IPE.

1.7 Qualified Respondents

To participate in this RFP, Respondent must have substantive knowledge of Pre-ETS services and be able to impart this information to students including the following:

1.7.1 Job exploration counseling;

1.7.2 Work-based learning experiences, which may include in-school or after school opportunities, experiences outside of the traditional school setting, and/or internships;

1.7.3 Counseling on opportunities for enrollment in comprehensive transition or postsecondary educational programs;

1.7.4 Workplace readiness training to develop social skills and independent living; and

1.7.5 Instruction in self-advocacy.

SECTION 2 ADMINISTRATIVE INFORMATION
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2.1 Issuing Officer

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

2.2 Restriction on Communication

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

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

2.3 Anonymous Respondent Communications

Please note that the Respondent's sole point of contact regarding this RFP is the Issuing Officer. During the procurement process if a Respondent feels that after presenting a concern to the Issuing Officer it was not addressed, or if a Respondent wishes to present a concern and remain anonymous, they may confidentially notify a DAS Fiscal and Policy Analyst regarding their concern. The DAS Fiscal and Policy Analysts are independent third parties separate from the RFP requesting agency and Issuing Officer in order to review a Respondent's concern.

The Fiscal and Policy Analysts may be reached at DAS.FiscalPolicyAnalyst@iowa.gov or confidential letters may be mailed to:

**DAS Fiscal and Policy Analysts
Hoover Building, Third Floor
1305 E. Walnut
Des Moines, IA 50319-0105**

2.4 Downloading the RFP from the Internet

The RFP and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/?pgname=viewall>

The Respondent is advised to check the website periodically for addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

2.5 Procurement Timetable

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the

Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the RFP.

2.6 Questions, Requests for Clarification, and Suggested Changes

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

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

2.7 Amendment to the RFP

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

2.8 Amendment and Withdrawal of Proposal

The Respondent may amend or withdraw and resubmit its Proposal electronically through the State of Iowa Vendor Self Service portal at https://vss.iowa.gov/webapp/VSS_ON/AltSelfService at any time before the Proposals are due. The amendment must be signed by the Respondent and uploaded electronically through the State of Iowa Vendor Self Service portal at https://vss.iowa.gov/webapp/VSS_ON/AltSelfService 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.

2.9 Submission of Proposals

All Proposals must be submitted electronically through the State of Iowa Vendor Self Service (VSS) portal at https://vss.iowa.gov/webapp/VSS_ON/AltSelfService before the "Proposals Due" date listed on the RFP cover sheet. **This is a mandatory requirement and will not be waived by the Agency.** Respondents submitting Proposals must allow ample time to ensure electronic uploading of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is submitted prior to the deadline. Logging into the VSS website by the due date/time will not substitute for completed uploading of the Proposal.

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

2.10 Proposal Opening

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

2.11 Costs of Preparing the Proposal

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

2.12 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.

2.13 Rejection of Proposals

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

2.13.1 The Respondent fails to submit the Cost Proposals in separate electronic files through the State of Iowa Vendor Self Service (VSS) portal at https://vss.iowa.gov/webapp/VSS_ON/AltSelfService

2.13.2 The Respondent acknowledges that a mandatory specification of the RFP cannot be met.

2.13.3 The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specification of the RFP.

2.13.4 The Respondent's Proposal limits the rights of the Agency.

2.13.5 The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 5 of the RFP.

2.13.6 The Respondent fails to timely respond to the Agency's request for information, documents, or references.

2.13.7 The Respondent fails to include proposal security, if required. Proposal security examples are Performance Bonds, Letters of Credit, and escrow requirements.

- 2.13.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.13.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.13.10** The Respondent initiates unauthorized contact regarding the RFP with State employees.
- 2.13.11** The Respondent provides misleading or inaccurate responses.
- 2.13.12** The Respondent's Proposal is materially unbalanced.
- 2.13.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsive Contractor.
- 2.13.14** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

2.14 Nonmaterial Variances

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

2.15 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.

2.16 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.

2.17 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.

2.18 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.

2.19 Disposition of Proposals

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

2.20 Public Records and Requests for Confidential Treatment

The Agency will treat all information submitted by a Respondent as public records unless the Respondent properly requests that specific parts of the Proposal be treated as confidential at the time of submitting the Proposal. 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 as required to comply with Chapter 22 or other applicable law.

Any request for confidential treatment of specific information must be included in the transmittal letter with the Respondent's Proposal. In addition, the Respondent must enumerate the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Respondent to respond to any inquiries by the Agency concerning the confidential status of the materials.

Any Proposal submitted which contains information for which Respondent is requesting Confidential treatment must be conspicuously marked by the Respondent on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. **Failure to properly identify specific information as confidential shall relieve Agency or State personnel from any responsibility if confidential information is viewed by the public or a competitor, or is in any way released. If Respondent identifies its entire Proposal as confidential, the Agency may reject the Proposal as non-responsive.**

If the Respondent designates any portion of its Proposal as confidential, the Respondent must submit a file labeled "Public Copy" from which the confidential information has been excised. This excised file is in addition to the files 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.

If the Agency receives a request for information that includes information the Respondent has marked as confidential, the Agency will give written notice to the Respondent at least seven calendar days prior to the release of the information to allow the Respondent to seek injunctive relief pursuant to *Section 22.8 of the Iowa Code*. After seven calendar days, the Agency will release the information marked confidential unless a court of competent jurisdiction determines the information is confidential under *Iowa Code Chapter 22* or other applicable law.

2.21 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.

2.22 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.

2.23 Release of Claims

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

2.24 Respondent Presentations

Respondents may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal.

2.25 Evaluation of Proposals Submitted

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

2.26 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of

the Notice of Intent to Award or such other time as designated by the 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.

2.27 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.

2.28 Choice of Law and Forum

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

2.29 Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.5(1)-(2), 117.12(4).

2.30 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.

2.31 No Minimum Guaranteed

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

2.32 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.

2.33 Appeals

A Respondent whose proposal has been timely filed and who is aggrieved by the 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 days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.0120. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line

number(s) of the RFP and/or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Contractor.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

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

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

https://vss.iowa.gov/webapp/VSS_ON/AltSelfService

Respondents will need to register their company the first time they utilize the VSS system 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 VSS helpdesk at 515-281-6614 or email the VSS helpdesk at dasvendorhelp@iowa.gov. 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 RFP Cover Sheet.

File size is limited to 10MB when uploading. Respondents 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 that can be uploaded. Please make sure the **electronic copy submitted contains all of the required signatures** in the RFP which would include the transmittal letter and Attachments 1-3.

For Step 1 in the VSS system: Enter “0” (zero) as the price for “Bid.” Do not enter a dollar sign or decimal.

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 yvette.clausen@iowa.gov.

- 3.1.2 Proposals shall not contain promotional or display materials.

- 3.1.3 Attachments shall be referenced in the Proposal.

- 3.1.4 If a Respondent 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 Proposals

The following documents and responses shall be included in the Technical Proposals in the order given below. Each Exhibit should be submitted on a separate page in the proposal.

Exhibit 1 - Transmittal Letter (Required)

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.20. The transmittal letter and the Certification Letter (Attachment #1) are separate items and both must be submitted with your proposal.

Exhibit 2 - Executive Summary

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

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

Exhibit 3 - Firm Proposal Terms

The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 90 days following the deadline for submitting Proposals.

Exhibit 4 - Respondent Background Information

The Respondent shall provide the following general background information:

- Does your state have a preference for instate Contractors? Yes or No. If yes, please include the details of the preference. Respondents located within the state of Iowa should answer NO to this question.
- Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- Form of business entity, i.e., corporation, partnership, proprietorship, or LLC.
- Copy of W-9.
- State of incorporation, state of formation, or state of organization.
- The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- Number of employees.
- Type of business.
- Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- Respondent's accounting firm.
- Awarded Contractor will be required to register to do business in Iowa before payments can be made.

- For Contractor registration documents, go to:
<https://das.iowa.gov/procurement/vendors/how-do-business>

Exhibit 5 - Experience

The Respondent must provide the following information regarding its experience:

- Number of years in business.
- Number of years of experience with providing the types of services sought by the RFP.
- The level of program experience in providing the types of services sought by the RFP.
- A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
- Letters of reference from three (3) previous or current customers or clients (this may be a school or agency rather than an individual due to confidentiality requirements) knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference. Respondents will not be able to use IVRS as one of the three references for this requirement.

Exhibit 6 - 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, and personnel who will be involved in the performance of the Contract.

Exhibit 7 - Acceptance of Terms and Conditions

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

Exhibit 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.

Exhibit 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.

Exhibit 10 - Addendums

Provide signed copy of posted RFP addendums.

Form 22 - Request for Confidentiality

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

3.3 Cost Proposals

The Respondent shall provide its Cost Proposals in a separate electronic file for the proposed goods and/or services. All prices are quoted pursuant to the terms and conditions of this RFP. Respondent's Cost Proposals shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms. Refer to Edgar 2 CFR Part 200, subpart E for Cost Principles <http://www.ecfr.gov/cgi-bin/text-idx?SID=72e9a81f471f3979392f85bfc2489e0e&mc=true&node=sp2.1.200.e&rgn=div6>.

3.3.1 Cost Proposals Requirements

Costs should be allowable, allocable, and reasonable in accordance with Federal Regulations at 2CFR Part 200 located at <http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=cfd4f86bda366931793de68b2c485294&mc=true&n=pt2.1.200&r=PART&ty=HTML> and any other applicable laws, rules, regulations, and policies. Transportation costs should follow the State of Iowa current guidelines and policies. More information about the state policy can be found on the following website: <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual>

3.3.1.1 Provide any estimated one time and recurring costs for the program for 12 months. A new budget and narrative will be required with each contract extension for that extension year (12 months), which should consist of estimated one-time and recurring costs. Budgets should be estimates. The estimated budget is not a guarantee of receipt of funds and does not have any carryover attributes.

3.3.1.2 Flat rate reimbursement for expenses such as a monthly allowance or stipend is not allowable. Claims submitted are reimbursements for actual expenses only that have been paid by the contractor and include itemized receipts/details.

3.3.1.3 The budget must provide line item costs and a brief narrative on what the costs are and how those costs are required by the program.

3.3.2 Program Budget and Narrative Requirements

3.3.2.1 Programs will be funded for staff salaries, fringe benefits, supplies and materials, transportation and other program related expenses by the designated program staff. The initial term budget for the program is up to \$450,000.00 and will be for 12 months. A program budget that is submitted in excess of \$450,000.00 will be disqualified. There are a maximum of five annual renewals possible after the initial contract term. The program budget for any possible extensions after the initial term is up to \$450,000.00 including salaries, fringe benefits,

supplies/materials, transportation and other program-related expenses for a 12 month period.

3.3.2.2 This program will cover all high schools within DMPS and should be designed to effectively and efficiently accomplish the scope of work for the program at these locations. The narrative will need to describe how staff will be structured to cover all duties across all high schools within DMPS, including instructional training. Program staff should be dedicated to the program for 100% of their work time, providing in-person/on-site programming based on the needs of the student, and not perform other duties for the contractor. Program staff are expected to collaborate and coordinate services through the IVRS Counselors and DMPS WECs. The narrative should describe in detail the positions and should itemize the staff for this program and the duties they will perform per the scope of work. A breakdown for each staff position and the corresponding salary and benefit expenses for those positions should be included along with the number of positions included for the proposal submitted. The proposal should also indicate if those positions will need to be hired or if the contractor has existing capacity to fill the positions. The narrative must also provide an explanation of the competitive wage provided to the staff in the program. Such justifications include: entry level salary for similar/comparable positions paid in the local community; the current wage classification for the position, etc. Personnel activity reporting (PAR) will be required to document hours for all activities performed by the employee.

3.3.2.3 Reimbursement for salaries and fringe benefits related to this program will be indicated on the PAR (personnel activity report). The staff for this program should be dedicated to the program for 100% of their work time and not perform other duties for the contractor. Supplies, materials and other related expenses are 100% reimbursable when used 100% for this program. Otherwise, supplies, materials and other related expenses, such as computers and cell phone plans, may be allocable based on the percentage used for the program and reimbursed at that percentage from the actual expenses. Flat rate reimbursement for expenses as a monthly allowance or stipend is not allowable. Reimbursement is for actual expenses only that have been paid by the Contractor.

3.3.2.4 Program staff can be reimbursed for transportation at the lesser rate of the vendor submitting the proposal rate or the State of Iowa rate of \$.39/mile for activities directly related to the program. Travel logs will need to be maintained to document mileage showing the date of the trip, origin and destination of the trip and the purpose of the trip. Refer to the State of Iowa policies <https://das.iowa.gov/state-accounting/sae-policies-procedures-manua>

I for guidance on allowable expenses, limitations or criteria that may apply to costs under this contract.

3.3.2.5 Indirect Costs are allowable as a budget line item for this program. They will be based on the Federally Approved Indirect Cost Rate or the de minimis rate per Federal Regulations at 2CFR Part 200. The contractor will need to submit their Federally Approved Indirect Cost Rate letter to IVRS prior to the start of the contract. Indirect costs for the purpose of this contract are calculated at the indirect cost rate percentage of the subtotal of all direct contract costs in the budget, not exceeding the overall budget limit of \$450,000 for the initial term.

3.3.2.6 Documentation required for all program claims will include itemized detailed invoices, receipts, payroll journals, etc. IVRS requires the documentation of the actual costs and then documentation of the vendor's payment of the cost. Costs should be allowable, allocable, and reasonable in accordance with Federal Regulations at 2 CFR Part 200 located at <http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=cfd4f86bda366931793de68b2c485294&mc=true&n=pt2.1.200&r=PART&ty=HTML> and any other applicable laws, rules, regulations, and policies. Transportation costs should follow the State of Iowa current guidelines and policies. More information about the state policy can be found on the following website: <https://das.iowa.gov/state-accounting/sae-policies-procedures-manual>.

3.3.3 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 (electronic accounts payable) are preferred payment methods, but payments made by any of the following methods are acceptable: Pcard/EAP, EFT/ACH, or State Warrant. Contractors shall provide payment acceptance information in this section of their Program Budget and Narrative. **This information will not be scored as part of the Program Budget and Narrative or evaluated as part of the Technical Proposal.**

3.3.3.1 Credit card or ePayables

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if 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 7.4 of the RFP. Contractors must provide a statement regarding their ability to meet the requirements in this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

3.3.3.2 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_auth_orization_form.pdf

3.3.3.3 State Warrant

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

3.3.4 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.

SECTION 4 SCOPE OF WORK

Overview

The following program specifications are required components of the services to be delivered. Please explain how the program will deliver the services for each specification below:

4.1 Eligible Program Participants, as defined in Section 1.4.1, will receive opportunities to participate in the five (5) required activities of Pre-ETS. These activities assist students with identifying career interests to be further explored and must be provided or arranged in collaboration with DMPS and IVRS. The activities provided must be new or expanded services and cannot supplant services provided by DMPS.

4.2 The Five Required Activities of Pre-ETS

The program must collaborate with the IVRS Counselors assigned to DMPS and the DMPS WECs and provide the following five (5) required activities (activities can be provided individually or in groups and should be community based):

4.2.1 Job exploration counseling

4.2.1.1 May be provided in a classroom or community setting and may include information on in-demand industry sectors and occupations, as well as exposure to science, technology, engineering, and math (STEM) careers;

4.2.1.2 May include interest inventories and identification of career pathways; and

4.2.1.3 May include a discussion of the student's vocational interest inventory results and labor market information that pertains to those specific interests.

4.2.2 Work-based learning experiences, which may include in-school or after school opportunities, or experience outside the traditional school setting (including internships) that is provided in an integrated environment in the community:

4.2.2.1 May include coordinating job training and informational interviews to research employers, tour work sites to learn about necessary job skills, complete job shadowing, or participate in mentoring opportunities in the community;

4.2.2.2 May include work experiences to explore the student's area of interest through paid and unpaid internships, (does not include pre-apprenticeships or Registered Apprenticeships).

4.2.2.3 May include a supported short-term paid work experience for students who are Most Significantly Disabled. This is considered a career exploration service during the student's transition process. Instructional training is provided by program staff with this type of work experience.

4.2.3 Counseling on opportunities for enrollment in comprehensive transition or postsecondary education programs at institutions of higher education:

4.2.3.1 May include information on class offerings, career options, the type of academic and occupational training needed to succeed in the workplace and career fields associated with pathways; and

4.2.3.2 May include advising students and parents or representatives of academic curricula, college application and admissions processes, FAFSA processes, and resources that may be used to support the student in education and training, which may include disability support services.

4.2.4 Workplace readiness training to develop social skills and independent living:

4.2.4.1 May include programming to develop social skills and independent living, such as communication and interpersonal skills, financial literacy, job-seeking skills, understanding employer expectations and "soft skills" necessary for employment. Instructional training may be needed for this activity.

4.2.5 Instruction in self-advocacy (including instruction in person-centered planning), which may include peer mentoring (including peer mentoring from individuals with disabilities working in competitive integrated employment):

4.2.5.1 May include lessons in which students learn about their rights, responsibilities, and how to request accommodations for services and supports needed in transition from secondary to post-secondary education and employment;

4.2.5.2 May include sessions in which students share thoughts, concerns, etc., in order to prepare them for peer mentoring opportunities; and

4.2.5.3 May include informational interviews or volunteering for boards, etc., and participation in youth leadership activities.

4.3 This program will cover all high schools within DMPS and should be designed to effectively and efficiently accomplish this. Program staff should be dedicated to the program for 100% of their work time and not perform other duties for the Contractor. Program staff are expected to collaborate and coordinate services through the IVRS Counselors and DMPS WECs.

4.4 Program staff will collaborate with business and industry to identify work-based learning opportunities as well as create job opportunities for students consistent with their Individualized Plan for Employment (IPE). Program staff will contact business and industry to open doors; develop work-based learning experiences for students; create a job through customized employment strategies when necessary; develop work readiness training; and provide instructional training, when appropriate. Program staff will work with local workforce development boards, one stop centers and employers to develop work opportunities for students, including internships, apprenticeships, summer employment and other employment opportunities available throughout the year. Program staff, in conjunction with IVRS Counselors, will provide training to the employer on disability awareness needs and accommodations when necessary.

4.5 Program staff are expected to provide job development activities when the student is ready to pursue his/her career goal as indicated on the IPE. If a student with a most significant disability requires supported employment services, arrangements should be made with the IVRS Counselor to review the necessary supports. Program staff are expected to provide job development activities for students in need of supported employment services. Job coaching for supported employment should be arranged through IVRS.

4.6 Program staff will submit progress reports to the IVRS Contract Manager assigned to the program on a quarterly basis per Section 4.12. Program staff will also enter case notes and other data directly into the IVRS case management system within five business days (or before the end of the quarter, whichever occurs first).

4.7 Students who are in high school, between the ages of 14 and 21, may continue in the program until graduation. For students who are known to be considering subminimum wage employment (section 511) the program must inform IVRS and assist with completion of the following actions: career counseling, information and referral services. These actions must be provided in a manner that facilitates informed choice and decision making by the student or the student's representative, as appropriate; and not be for subminimum wage employment.

4.8 Program staff will report to the team as needed on their work with businesses to identify local or regional hiring needs. Students should be presented with information on the labor market in the local and regional areas, as well as projections and needs described by businesses. This information should be used to assist with decision making regarding the student's course of study, IEP and IPE.

4.9 The program will enhance a student's access to competitive integrated employment. It will assist with identifying the necessary support services needed for successful competitive integrated employment, including but not limited to, job coaching, transportation, workplace accommodations, child care, and financial benefits counseling. Program staff will collaborate with the student's team to determine funding for these support services.

4.10 The program will be referred to as TEAM (Transitioning to Employment and Advocating for Myself) for all marketing materials and when working with participants, businesses, community partners, etc. All marketing materials will need to be developed collaboratively with DMPS and IVRS. IVRS has final approval on all marketing materials.

4.11 Performance Measures

The following program specifications are required components of the services to be delivered. The first year of the contract is considered a baseline year. If the contract is renewed, the performance measures are calculated based on the previous year. If a performance measure is not met, a corrective action plan will need to be developed by the local team and provided to the IVRS Resource Manager when requested.

4.11.1 Program will maintain or increase the number of 26 closures (resulting from participation in the program) from the prior year. The first year of the contract is considered the baseline year for determining this number.

4.11.2 Program will have at least a 10% annual increase in the number of employers that enter into a business partnership. A business partnership is defined as a business that is collaborating or coordinating employment related services with a student/program staff. Examples could include: Job shadowing, informational interviewing, volunteer positions and/or short term employment. The first year of the contract is considered the baseline year for determining the number of employers.

4.11.3 At least 50% of IVRS eligible students participating in the program will obtain a paid work experience while in high school.

4.11.4 100% of students participating in the program, who obtain a paid work-based learning experience or competitive integrated employment, will be paid at or above minimum wage.

4.11.5 By high school graduation, 100% of participants with an open IVRS case file will have a specific employment goal identified on the IPE.

4.12 Reporting Requirements

Contractor shall provide quarterly reports within 5 business days of the end of each quarter (FFY) using the report template provided. Supporting documentation should be included with the report submission. A final cumulative annual report shall be submitted within 5 business days of the end of the annual period. Contractor shall use the same report template provided for quarterly reports to complete their final cumulative annual report.

SECTION 5 SPECIFICATIONS

Overview

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

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** Contractor must agree to the performance measures described in Section 4.11. Additional measures may be added but continuance of funding is dependent upon the measures described in Section 4.11.
- 5.1.2** Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving. Recipients must comply with these conditions under Executive Order 13513, “Federal Leadership On Reducing Text Messaging While Driving,” October 2, 2009.
- 5.1.3** Contractor must agree to provide services in all five (5) required pre-ETS areas.
- 5.1.4** Contractor must agree to cover all high schools within the DMPS district.
- 5.1.5** Contractor must agree to provide services year round.
- 5.1.6** Contractor must agree that the name of the program, TEAM, shall be used in all marketing materials.

- 5.1.7** Contractor must agree that program staff will be dedicated to the program for 100% of their work time, provide services in-person/on-site based on the needs of the student, and not perform other duties for the Contractor.

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 Contractor shall provide a point by point detailed response to each requirement in Section 4 – Scope of Work and explain how they will comply with the requirements. Contractor will explain any deviation from the specified requirements and provide the specific section of the Scope of Work in their response.

5.2.2 Contractor shall provide descriptors of the program requirements provided and how the service will be delivered.

5.2.3 Contractor shall describe how this program will collaborate with the IVRS counselor and the DMPS Work Experience Coordinator. Explain how the program is providing either a new or expanded service beyond what is already provided by DMPS.

5.2.4 Contractor shall describe how staff will be structured to cover all duties across all high schools within DMPS, including instructional training.

SECTION 6	EVALUATION AND SELECTION
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6.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest value to the State. The Agency will 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.

6.2 Evaluation Committee

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

6.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications and Scored Specifications described in Section 5.1 and 5.2 and meet the minimum score as provided in this section. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with this Section. In addition to other RFP requirements, to be deemed a Responsive Proposal, the Proposal must:

- 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 Content and Technical Criteria.

6.4 Cost Proposals Scoring

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

6.5 Preferences**6.5.1 Preference to Iowa Products and Services**

In accordance with the provisions of *Iowa Code § 73.1* a preference will be given to products and provisions grown and coal produced within the State of Iowa, when they are found in marketable quantities in the State and are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or products of other states. Preferences required by applicable statute or rule shall also be applied, where appropriate.

6.5.2 Tied Bid

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 vendor and a vendor outside the State of Iowa, the Iowa vendor will receive preference. If a tied bid involves one or more Iowa vendors and one or more vendors outside the state of Iowa, a drawing will be held among the Iowa vendors only. Tied bids involving Iowa-produced or Iowa-manufactured products and items produced or manufactured outside the state of Iowa will be resolved in favor of the Iowa product.

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

SECTION 7 CONTRACTUAL TERMS AND CONDITIONS

7.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made 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 the 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.

7.2 Contract Length

The initial period of the Contract is 90 days, with an expected start date of June 1, 2021, after the Notice of Intent to Award is posted and the appeal period has expired without contest. The Agency shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFP cover sheet.

7.3 Insurance

The Contract will require the successful Contractor to maintain insurance coverage(s) as 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

7.4 Terms and Conditions for State of Iowa Purchasing Cards

The State of Iowa shall pay Contractor's invoices using its Purchasing Card Program (Pcard) whenever possible. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing US Bank to pay the Contractor directly, generally within 48 hours of the transaction. Contractor shall comply with security measures for Pcard payments including:

- Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;
- Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- Contractor shall confirm that the name of purchaser matches the name on the card;
- Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- Contractor shall shred any documentation with credit card numbers.

**Attachment #1
Certification Letter**

(Date) _____

Yvette Clausen, Issuing Officer
Iowa Vocational Rehabilitation Services
510 E 12th Street
Des Moines, IA 50319

Re: Request for Proposal Number RFP04062200003 - PROPOSAL CERTIFICATIONS

Dear Yvette:

I certify that the contents of the Proposal submitted on behalf of **(Name of Respondent)** in response to **Iowa Vocational Rehabilitation Services** for Request for Proposal Number RFP04062200003 for Transitioning to Employment and Advocating for Myself (TEAM) are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

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

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

Certification Regarding Debarment

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

RFP04062200003 - Transitioning to Employment and Advocating for Myself (TEAM)

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

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

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

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

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

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #2
Authorization to Release Information Letter

(Date) _____

Yvette Clausen, Issuing Officer
Iowa Vocational Rehabilitation Services
510 E 12th Street
Des Moines, IA 50319

Re: Request for Proposal Number RFP04062200003 - AUTHORIZATION TO RELEASE INFORMATION

Dear Yvette:

(Name of Respondent) hereby authorizes the **Iowa Vocational Rehabilitation Services** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to Request for Proposal (RFP) Number RFP04062200003.

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 RFP04062200003.

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 RFP04062200003.

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 RFP04062200003.

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.

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:

Form 22 – Request for Confidentiality

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

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

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

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

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

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

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

Company/ RFP Number/ RFP Title

Signature/ Title/ Date

Form 22 – Request for Confidentiality

Iowa Vocational Rehabilitation Services Review (*For Agency use only*)

Contractor's Proposal is rejected as non-compliant because of one or more of the following reasons:

Contractor's Proposal is rejected due to not submitting a fully completed Form 22 to either request or not request confidential treatment of information.

Contractor's Proposal is rejected due to the request to treat the entire response as confidential.

Contractor's Proposal is rejected due to the request to treat Proposal pricing as confidential.

Contractor requested confidentiality without submitting a ***fully completed*** Form 22.

Contractor requested confidentiality and failed to conspicuously mark such material as confidential within its Proposal in accordance with the RFP.

Contractor requested confidentiality without submitting a public copy of its Proposal with the confidential information redacted.

Contractor requested confidentiality on material in contravention of the RFP.

Other: _____.

Contractor's submission is accepted.¹

Purchasing Agent Signature/ Date

RFP Number/ RFP Title

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

Attachment # 4

SPECIAL TERMS AND CONDITIONS FOR FEDERAL GRANTS

Respondent shall read and sign Attachment #4 and return a signed copy with the Proposal.

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 a 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 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 entity 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, 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.

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 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 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 #5
Response Checklist**

RFP04062200003 REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
One (1) copy of the Proposals submitted electronically at https://vss.iowa.gov/webapp/VSS_ON/AltSelfService		
One (1) Public copy of the Proposals with Confidential Information Excised (optional) submitted electronically at https://vss.iowa.gov/webapp/VSS_ON/AltSelfService		
Technical Proposal		
Exhibit 1 - Transmittal Letter (Signed)		
Exhibit 2 - Executive Summary		
Exhibit 3 - Firm Proposal Terms		
Exhibit 4 - Respondent Background Information		
Exhibit 5 - Experience		
Exhibit 6 - Criminal History and Background Investigation		
Exhibit 7 - Acceptance of Terms and Conditions		
Exhibit 8 - Certification Letter – Attachment #1		
Exhibit 9 - Authorization to Release Information – Attachment #2		
Exhibit 10 - Copies of Signed Addendums		
Form 22 - Request for Confidentiality - Attachment #3		
Federal Terms & Conditions - Attachment #4		
Response Checklist - Attachment #5		
Three letters of Reference – Exhibit 5		
Cost Proposal (submitted in a separate electronic file at https://vss.iowa.gov/webapp/VSS_ON/AltSelfService)		