

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information

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| Title of RFP | Making the Grade - High School Employment Program II | RFP Number | RFP0208210005 |
| Agency | Iowa Department of Education, Division of Vocational Rehabilitation Services | | |
| Number of years of the initial term of the contract | 12 | Number of possible annual extensions | 1 |
| Anticipated contract start date: | October 1, 2021 | | |
| Available to Political Subdivisions? | No | | |
| State Issuing Officer: Yvette Clausen Phone: 515-401-2974 Fax: 515-281-0137 E-mail: yvette.clausen@iowa.gov | | | |
| <p>PROPOSALS ACCEPTED ELECTRONICALLY THROUGH IOWA VSS</p> <p>The link to VSS is: https://vss.iowa.gov/webapp/VSS_ON/AltSelfService</p> | | | |
| PROCUREMENT TIMETABLE—Event or Action | | Date/Time (Central Time) | |
| State Posts Notice of RFP on TSB website | | February 8, 2021 | |
| State Issues RFP | | February 11, 2021 | |
| RFP written questions, requests for clarification, and suggested changes from Respondents due | | February 17, 2021 | |
| Follow-up written questions and requests for clarification from Respondents due | | February 24, 2021 | |
| Proposals Due | | March 10, 2021/4:00 PM 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 120 Days. | | | |

SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in 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 civil rights law which provides for educational benefits to children with learning disabilities and/or AD/HE in public schools.

“AEA” means Area Education Agencies.

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

“Competitive Wage” means wages that meet the minimum wage or the legally established local minimum wage rate if that rate is higher than both the Federal and State rates.

“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.

“CRP” means Community Rehabilitation Programs.

“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.

“JSST” means Job Seeking Skills Training.

“LEA” means Local Education Agencies.

“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.

“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 who is not younger than the earliest age for the provision of transition services under section 614(d)(1)(A)(i)(VIII) of the Individuals with Disabilities Education Act (20 U.S.C. 1414(d)(1)(A)(i)(VIII));

or if the State involved elects to use a lower minimum age for receipt of pre-employment transition services under this Act, is not younger than that minimum age; and is not older than 21 years of age;

or if the State law for the State provides for a higher maximum age for receipt of services under the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), is not older than that maximum age;

and is eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq.);

or is an individual with a disability, for purposes of section 504.

1.3 Overview of the RFP Process

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

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.

Making the Grade (MTG) is an employment program designed to provide students in high school the opportunity to participate in paid work-based learning experiences (part-time employment after school and during the summer). The program facilitates understanding of the work habits and behaviors necessary to be employed through participation in Pre-Employment Transition Services (Pre-ETS). Students with disabilities, who are potentially eligible (PE) or eligible for services from Iowa Vocational Rehabilitation Services (IVRS) may participate in Pre-ETS through the program. In order for participants to receive assistance with obtaining a paid work-based learning experience and follow-up services, a participant must be receiving services from IVRS under an Individualized Plan for Employment (IPE).

The focus of this program is on early career exploration and the development of work skills and job readiness competencies for students with disabilities in high school. The program is about reaching school districts with limited services to assist students with developing the skills needed to obtain competitive integrated employment by providing new and expanded services. As referenced in 5.2.3 under Scored Specifications, the proposal must show that the program is providing either a new or expanded service beyond what is already provided by the LEA/AEA. The program may not duplicate any class or program already provided by the district or AEA.

Year round services will be provided during school, after school and in the summer with the objective and outcome of the program being that the student successfully achieves a paid work-based learning experience for which they are compensated at or above minimum wage.

Individual awards will be distributed as follows:

| Contract Period | Program Budget |
|-------------------------|-----------------------|
| Initial 12 Month Period | \$50,000 |
| Renewal Period 1 | \$50,000 |

The total costs of the program will be financed by IVRS with 78.8% Federal funding. There is no non-governmental funding for the program.

1.5 Objectives

The area that the program is expected to focus on is development of work skills and job readiness competencies for students with disabilities in high school. Prior to graduation, high school students between the ages of 14 and 21 will participate in paid work-based learning experiences that provide them the opportunities to earn a wage, develop work skills, and identify aspects of work that they find interesting and that can assist them in identifying jobs for their adult life. The objectives of the program allow high school students (prior to graduation) to:

1. Develop job seeking and job keeping skills to prepare students for the world of work.
2. Obtain paid community employment jobs after school and in the summer that will provide them a competitive wage in an integrated setting. These experiences have the additional

benefit of assisting the student in learning and applying work skills in a competitive integrated setting.

1.6 School Districts

This MTG program will operate within the following high schools in Iowa: Marion High School and Lin Mar High School.

1.7 Eligible Applicants

Local Education Agencies (LEA), Area Education Agencies (AEA), and Community Rehabilitation Programs (CRP) who work with the districts identified above are eligible to apply as a vendor of the service. Subcontracting is not allowable so the decision on which entity is best suited to provide the service is a decision that is made at the local level and dictates the entity that will be the fiscal agent. Collaborative partnerships between districts and CRP's are encouraged for the opportunities to expand capacity with a priority focus on employment. If a district or AEA decides that a CRP should be the fiscal agent, there must be a cooperative understanding on the process by which students will be identified, referred, accepted, and involved to create a meaningful course of study.

The funding is not to be used for subcontracting purposes. If instructional training is needed, arrangements should be made through the LEA as per the Memorandum of Agreement between IVRS and the IDoE.

1.8 Program Participants

Students who may participate in a Making the Grade program funded under this Request for Proposal are students who are in high school prior to graduation and are potentially eligible or actively receiving services from IVRS under an IPE. The students who qualify under this definition may be under an Individualized Education Program (IEP), may be a student under a 504 in high school, or may be a student who has a significant health related need but does not require either a 504 or IEP but does require services through IVRS. Students who are on the IVRS waiting list may participate in Pre-ETS as long as he/she participated in Pre-ETS prior to going on the waiting list. In order for participants to receive assistance with obtaining a paid work-based learning experience and follow-up services, a participant must be receiving services from IVRS under an Individualized Plan for Employment (IPE).

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| SECTION 2 ADMINISTRATIVE INFORMATION |
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2.1 Issuing Officer

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

2.2 Restriction on Communication

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

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

2.9 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 open 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 not evaluate a Proposal for reasons including without limitation:

- 2.13.1** The Respondent fails to deliver the Budget and Narrative in a separate file.
- 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.

The Respondent's failure to request confidential treatment of material will be deemed a waiver of any right to confidentiality the Respondent may have had.

2.21 Copyright Permission

By submitting a Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.22 Release of Claims

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

2.23 Respondent Presentations

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

2.24 Evaluation of Proposals Submitted

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

2.25 Award Notice and Acceptance Period

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

2.26 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.

2.27 Choice of Law and Forum

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

or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.28 Preference

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

2.29 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to *Iowa Code section 722.1*, it is a felony offense to bribe or attempt to bribe a public official.

2.30 No Minimum Guaranteed

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

2.31 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.

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| SECTION 3 FORM AND CONTENT OF PROPOSALS |
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3.1 Instructions

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

- 3.1.1** The Proposal shall be submitted electronically on the Vendor Self Service (VSS) website at: https://vss.iowa.gov/webapp/VSS_ON/AltSelfService.
The Proposal shall be divided into two parts: (1) the Technical Proposal file and (2) the Budget and Narrative file. The Technical Proposal file and the Budget and Narrative file shall be named as such

The Agency shall not be responsible for premature opening of Budget and Narrative files if they are not properly labeled.

- 3.1.2** 1 copy of the Technical Proposal file shall be timely submitted electronically on the Vendor Self Service (VSS) website at:
https://vss.iowa.gov/webapp/VSS_ON/AltSelfService.

- 3.1.3** 1 copy of the Budget and Narrative file shall be timely submitted electronically on the Vendor Self Service (VSS) website at:
https://vss.iowa.gov/webapp/VSS_ON/AltSelfService.

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

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

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

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

3.2 Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below. 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 2.19. 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 120 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 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.

3.3 Program Budget and Narrative

The Respondent shall provide its Program Budget and Narrative in a separate file for the proposed goods and/or services. All prices are quoted pursuant to the terms and conditions of this RFP. Respondent's Program Budget and Narrative 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>.

Program Budgets must include the following:

- Provide any 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 one time and recurring costs.
- Any other costs associated with the program.

3.3.1 Program Budget and Narrative Requirements

1. Programs will be funded for staff salaries, fringe benefits, materials needed for job seeking and job keeping skills, and transportation by the designated program staff person. The initial term budget for the program will be for 12 months and should not exceed \$50,000 in total to include salaries, fringe benefits, supplies/materials, and transportation costs. A program budget that is submitted in excess of \$50,000 with allowable expenses as defined above, can be disqualified. The program budget for any possible extensions after the initial term, should be for a 12 month period and should not exceed \$50,000 total to include salaries, fringe benefits, supplies/materials, and transportation costs. 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.
2. The narrative must provide an explanation of the competitive wage provided to the staff person 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. It is expected that staff involved in this program will be allocating hours to these efforts on a part-time basis. Personnel activity reporting (PAR) will be required to document hours for all activities performed by the employee including the direct, Making the Grade, program hours as well as any other hours the employee works on other contractor programs.
3. Reimbursement for salaries and fringe benefits is allocated in proportion to the time the employee devotes to activities related to this program as indicated on the PAR. Supplies, materials and other related expenses are 100% reimbursable when used 100% for the Making the Grade 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 Making the Grade program and reimbursed at that percentage from the actual expenses. Flat rate reimbursement is not allowable.

4. 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.
5. Documentation required for all program claims will include detailed invoices, receipts, payroll journals, etc. IVRS requires the documentation of the actual costs and then documentation of your payment of the cost. 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>

3.3.2 Payment Terms

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

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| SECTION 4 SCOPE OF WORK |
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The following program specifications are required components of the services to be delivered. Please explain how you will comply with each specification:

- 4.1** Students with disabilities will receive Pre-ETS as identified on his/her Pre-ETS Agreement or IPE. Pre-ETS includes activities in the following areas: Job Exploration Counseling, Work-Based Learning Experiences, Counseling on Opportunities, Workplace Readiness Training, and Instruction in Self-Advocacy.
- 4.2** Program staff will collaborate with business and industry to develop/provide Pre-ETS to students consistent with their Pre-ETS Agreement or IPE. Program staff will contact business and industry to open doors; develop opportunities for students; create a paid work-based learning experience for students on an IPE; and provide the follow-up to enhance the stability of the paid work experience and maintain the business relationship. Program staff will work with local workforce development boards, one stop centers and businesses. Program staff, in conjunction with IVRS Counselors, will provide training to the business on disability awareness needs and accommodations when necessary.
- 4.3** Instructional training is an integral service and essential to the success of each student in need of this service. Arrangements should be made through the LEA as per the Memorandum of Agreement between IVRS and the IDoE. Planning of this nature is encouraged to occur early in the process in order to identify and retain the supports necessary for success. Communication should clearly identify school and IVRS roles and responsibilities if participation in services overlaps or is integrated into the school day through other work experience opportunities.
- 4.4** Program staff will follow-up on the student's employment progress with the employer and submit progress reports to the IVRS staff assigned to the program on a quarterly basis. This includes information pertaining to work site evaluations, including employer comments to help identify what is working well, what skills the student needs to continue to learn, etc.
- 4.5** An emphasis of service delivery is to go beyond the typical entry level jobs of a community and establish linkages in Iowa's technical skills industry. Realizing that there are specific standards for high school students working in such industries, this does not require the students to perform work outside of labor law restrictions, but rather work in these industries to learn and understand the company and the requirements for work advancement/career pathways. Students will experience a seamless progression from one educational stepping stone to another and across work-based training and education so the student's efforts result in employment success.
- 4.6** Students with disabilities who are in high school, between the ages of 14 and 21, may continue in the program until graduation to gain knowledge and skills for use as references and skill sets for future resumes and applications. Programs must track their results of progress on students by industry, job classification, wage, and number of hours worked.

- 4.7** Engaging businesses is a critical factor in Making the Grade and should be guiding the work with students. The program will report on their work with businesses to identify local or regional hiring needs. This information can then be coordinated as part of the student's course of study and IPE to create a meaningful transition experience.
- 4.8** Program staff and students will communicate with the IVRS Counselor and other team members regarding Pre-ETS and participation in a paid work-based learning experience. Program staff will also communicate with the IVRS Counselor and team members about labor market data gathered to help students choose programs and pathways most likely to result in jobs. Students should be presented information on the labor market in the local and regional areas, as well as projections and needs described by businesses.
- 4.9** The program will enhance a student's access to competitive, community based, integrated employment. It will identify the necessary support services needed for employment success, including but not limited to, instructional training, transportation, workplace accommodations, child care, and financial benefits counseling as necessary for individual success. Program staff will collaborate with the student's team to determine funding for these support services. The intent is to identify programs which will be able to provide new or expanded services for individuals with disabilities to access competitive integrated employment.

4.10 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. Please explain how you will comply with each specification:

- 4.10.1** The number of potentially eligible (PE) students participating in Pre-ETS through MTG. The first year of the contract is considered the baseline year for establishing this number.
- 4.10.2** At least 65% of the students who participate in the program with an IPE will obtain and maintain a paid work-based learning experience for at least 60 days.
- 4.10.3** Program will have at least a 10% annual increase in the number of businesses that engage in business partnership activities with MTG. (A business partnership activity is defined as a collaborative activity between a business and MTG that creates opportunities for students to directly engage with the business). Examples could include: Job shadowing, information interviewing, volunteer positions and or other work-based learning opportunities. The first year of the contract is considered the baseline year for determining the number of businesses.
- 4.10.4** Program staff will follow-up with 100% of students participating in the program on a quarterly basis after being successfully placed in a paid work-based learning experience for at least 60 days.
- 4.10.5** 100% of students participating in the program, who obtain a paid work-based learning experience, will be paid at or above minimum wage.

4.11 Reporting Requirements

Respondent shall provide quarterly reports and the matrix within 30 days of the end of each quarter of the Federal Fiscal Year (FFY). Supporting documentation should be included with the report submission. A final cumulative annual report shall be submitted within 30 days of the end of the annual period.

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

- 5.1.1 Community Rehabilitation Programs that are providing this service for a LEA must provide proof in the form of a letter from each LEA in which they are working that these partners are supportive of their application and how they will work together to create a meaningful course of study that creates a seamless progression for education and/or employment. The letter must include the LEA’s support of instructional training services per the Memorandum of Agreement between IVRS and the Iowa Department of Education (IDoE). Please note that the letter from the LEA is in addition to the three required letters of reference requested in Exhibit 5– Experience.
- 5.1.2 Proposals must agree to the performance measures described in Section 4.13 and include them in the proposal. Continuance of funding is dependent upon the measures described in Section 4.13.
- 5.1.3 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.

5.2 Scored Specifications

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

- 5.2.1 Describe in detail how the school Work Experience Coordinator and/or Special Education Staff currently provide work experience, paid and unpaid. Describe how these positions coordinate and work collaboratively with the program.
- 5.2.2 Provide descriptors of the program requirements described and how the service will be delivered.
- 5.2.3 Describe how this program will collaborate with the school sponsored Work Experience Program and Career Counseling/Classes provided by the district. The proposal must show that the program is providing either a new or expanded service beyond what is already provided by the LEA/AEA. The program may not duplicate any class or program already provided by the LEA or AEA.
- 5.2.4 Describe the collaboration between the LEAs, AEAs, CRPs, IVRS and other community partners.
- 5.2.5 Describe the process for identifying students who will participate in this program.
- 5.2.6 **Implementation Plan** - Describe recommended implementation strategy including on-site coordination and support services. Identify any third party Respondents involved in Respondent's implementation strategy and describe these relationships. Describe the time required by State of Iowa personnel for program implementation support. Please describe Respondent's experience with programs similar in nature. Please provide an implementation schedule, based on weekly milestones (not dates).
- 5.2.7 Evaluation Committee will obtain data on the following information on current high school students (prior to graduation) for the high schools identified in this RFP: the number of PE students, the number of open case files on the waiting list (category 4), the number of open case files in status 10-1, and the number of open case files under an IPE. These numbers will not include students that are on track to graduate in May 2021.

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| 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. 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 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 Budget and Narrative Scoring

After the Technical Proposals are scored, the Budgets and Narratives 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 12 months, with an expected start date of October 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) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

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

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 RFP02082100005 - PROPOSAL CERTIFICATIONS

Dear Yvette Clausen:

I certify that the contents of the Proposal submitted on behalf of **(Name of Respondent)** in response to **Iowa Department of Administrative Services** for Request for Proposal Number RFP02082100005 for Making the Grade – High School Employment Program II 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 RFP02082100005, I certify on behalf of the Respondent the following:

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

Certification Regarding Debarment

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

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

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

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

By submitting a Proposal in response to the (RFP) RFP02082100005, 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 RFP02082100005 - AUTHORIZATION TO RELEASE INFORMATION

Dear Nancy:

(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 RFP02082100005.

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

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

The Respondent authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to RFP02082100005.

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 RFP02082100005.

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
Response Check List**

| RFP02082100005 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 | | |
| 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 | | |
| Response Checklist - Attachment #3 | | |
| Three letters of Reference – Exhibit 5 | | |
| One letter from each LEA– Section 5.1.1 | | |
| Budget and Narrative | | |