

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	RESEA Evaluations	RFP Number:	309MD106901
Agency:	Iowa Workforce Development		
State seeks to purchase:	Specialized Consultant Services	Available to Political Subdivisions?	NO
Number of mos. or yrs. of the initial term of the contract:	1 year	Number of possible annual extensions:	3
Initial Contract term beginning:	Date: June 25, 2021	Ending:	Date: June 24, 2022
State Issuing Officer:			
Michael Drottz			
Email: Michael.drottz@iwd.iowa.gov			
Mailing Address: Iowa Workforce Development 1000 E Grand Ave Des Moines, Iowa 50319			
PROCUREMENT TIMETABLE—Event or Action:		Date/Time (Central Time):	
State Posts Notice of RFP on TSB website		April 19, 2021 2:00 pm	
State Issues RFP		April 21, 2021 2:00 pm	
RFP written questions, requests for clarification, and suggested changes from Respondents due: April 30, 2021 4:30 pm			
Agency’s written response to RFP questions, requests for clarifications and suggested changes due: May 10, 2021 4:30 pm			
Proposals Due Date/Due Time:		May 17, 2021 4:30 pm	
Anticipated Date to issue Notice of Intent to Award:		Date: June 7, 2021 Time: 2:00 pm	
Anticipated Date to execute contract:		Date: June 24, 2021	
Relevant Websites:			
Internet website where Addenda to this RFP will be posted:	Web-address:		
Internet website where contract terms and conditions are posted:	http://bidopportunities.iowa.gov/		
Number of Copies of Proposals Required to be Submitted:	https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf		

	1 Original, 1 USB Thumb Drive
Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm:	120 Days

Table of Contents

1. INTRODUCTION
 - 1.1. Purpose
 - 1.2. Definitions
 - 1.3. Overview of the RFP Process

2. ADMINISTRATIVE INFORMATION
 - 2.1. Issuing Officer
 - 2.2. Restriction on Communication
 - 2.3. Downloading the RFP from the Internet
 - 2.4. Procurement Timetable
 - 2.5. Questions, Requests for Clarification and Suggested Changes
 - 2.6. Amendment to RFP
 - 2.7. Amendment and Withdrawal of Proposal
 - 2.8. Submissions of Proposals
 - 2.9. Proposal Opening
 - 2.10. Costs of Preparing the Proposal
 - 2.11. No Commitment to Contract
 - 2.12. Rejection of Proposals
 - 2.13. Nonmaterial Variances
 - 2.14. Reference Checks
 - 2.15. Information from Other Sources
 - 2.16. Verification of Proposal Contents
 - 2.17. Proposal Clarification Process
 - 2.18. Disposition of Proposals
 - 2.19. Public Records and Requests for Confidential Treatment
 - 2.20. Form 22 – Request for Confidentiality
 - 2.21. Copyright Permission
 - 2.22. Release of Claims
 - 2.23. Evaluation of Proposals Submitted
 - 2.24. Award Notice and Acceptance Period
 - 2.25. No Contract Rights until Execution
 - 2.26. Choice of Law and Forum
 - 2.27. Restrictions on Gifts and Activities
 - 2.28. Post Solicitation Debriefing
 - 2.29. Appeals

3. FORM AND CONTENT OF PROPOSALS
 - 3.1. Instructions
 - 3.2. Technical Proposal
 - 3.3. Cost Proposal

4. SCOPE OF WORK
 - 4.1 Scope of Work

5. SPECIFICATIONS

- 5.1. Mandatory Specifications**
- 5.2. Scored Technical Specifications**
- 5.3. Specifications**

6. EVALUATION AND SELECTION

- 6.1. Introduction**
- 6.2. Evaluation Committee**
- 6.3. Technical Proposal Evaluation and Scoring**
- 6.4. Cost Proposal Scoring**
- 6.5. Total Score**
- 6.6. Tied Score and Preferences**

7. CONTRACTUAL TERMS AND CONDITIONS

- 7.1. Contract Terms and Conditions**
- 7.2. Contract Length**
- 7.3. Terms and Conditions for State of Iowa Purchasing Cards**

Attachment 1 – Certification Letter

Attachment 2 – Authorization to Release Information Letter

Attachment 3 – Form 22 – Request for Confidentiality

Attachment 4 – Check List of Submittals

Attachment 5 – Cost Proposal Form

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 Section 5 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.2 Definitions

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

“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 Respondent(s) as described in Section 7.1.

“Contractor” means the successful Respondent to this RFP.

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

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

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

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

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

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

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

1.3 Overview of the RFP Process

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

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

Respondents will be required to submit their Proposals in hardcopy and on digital media (i.e. CD, USB drive, etc.). It is the Agency's intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 6, Evaluation and Selection.

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.

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

2.3 Downloading the RFP from the Internet

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

2.4 Procurement Timetable

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

2.5 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or 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 on before the date listed on the RFP cover sheet. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

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

2.6 Amendment to the RFP

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

2.7 Amendment and Withdrawal of Proposal

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

2.8 Submission of Proposals

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

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

2.9 Proposal Opening

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

2.10 Costs of Preparing the Proposal

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

2.11 No Commitment to Contract

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

2.12 Rejection of Proposals

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

- 2.12.1 The Respondent fails to deliver the Cost Proposal in a separate envelope.
- 2.12.2 The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3 The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- 2.12.4 The Respondent's Proposal limits the rights of the Agency.
- 2.12.5 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 3 of this RFP.
- 2.12.6 The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7 The Respondent fails to include Proposal Security, if required.
- 2.12.8 The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9 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.
- 2.12.10 The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.11 The Respondent provides misleading or inaccurate responses.
- 2.12.12 The Respondent's Proposal is materially unbalanced.
- 2.12.13 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 Responsible Respondent.
- 2.12.14 The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.12.15 The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

2.13 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice

other Respondents, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.14 Reference Checks

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

2.15 Information from Other Sources

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

2.16 Verification of Proposal Contents

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

2.17 Proposal Clarification Process

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

2.18 Disposition of Proposals

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

2.19 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless Respondent

requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.20 Form 22 - Request for Confidentiality

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

2.21 Copyright Permission

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

2.22 Release of Claims

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

2.23 Evaluation of Proposals Submitted

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

2.24 Award Notice and Acceptance Period

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

2.25 No Contract Rights until Execution

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

2.26 Choice of Law and Forum

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

2.27 Restrictions on Gifts and Activities

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

2.28 Post Solicitation Debriefing

A debriefing is available to any Respondent who submitted a proposal in response to this RFP. 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.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

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

- 3.1.1** The Proposal shall be typewritten on 8.5" x 11" paper and sent in sealed envelope. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and placed in a separate sealed envelope. The envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

RFP Number: 309MD106901
RFP Title: RESEA Evaluations
Michael Drottz, Purchasing Agent II
Iowa Workforce Development
1000 E Grand Ave.
Des Moines, IA 50319

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

- 3.1.2** 1 Original and 1 USB Thumb drive containing the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

Technical Proposal Envelope Contents

Original Technical Proposal
Public Copy (if submitted)
Technical Proposal on USB Thumb Drive
Electronic Public Copy on same digital media (if submitted)
The Technical Proposal and Public Copy can be submitted on the same USB device

Cost Proposal Envelope Contents

Original Cost Proposal
Cost Proposal on separate USB Thumb Drive (must be a separate USB device)

- 3.1.3** If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".
- 3.1.4** Proposals shall not contain promotional or display materials.
- 3.1.5** Attachments shall be referenced in the Proposal.

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

3.2 Technical Proposal

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

3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent's mailing address, electronic mail address, fax number, and telephone number.

3.2.2 Table of Contents

The Respondent shall include a table of contents of its Proposal and submit the check list of submittals per Attachment #4.

3.2.3 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:

3.2.3.1 Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFP including the Contract provisions in Section 7.

3.2.3.2 An overview of the Respondent's plans for complying with the specifications of this RFP.

3.2.3.3 Any other summary information the Respondent deems to be pertinent.

3.2.4 Mandatory Specifications and Scored Technical Specifications

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

3.2.5 Respondent Background Information

The Respondent shall provide the following general background information:

3.2.5.1 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.

- 3.2.5.2** 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.
- 3.2.5.3** Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.5.4** Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.
- 3.2.5.5** 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.
- 3.2.5.6** The successful Respondent will be required to register to do business in Iowa before payments can be made.
For vendor registration documents, go to:
<https://das.iowa.gov/procurement/vendors/how-do-business>

3.2.6 Experience

The Respondent must provide the following information regarding its experience:

- 3.2.6.1** Number of years in business.
- 3.2.6.2** Number of years of experience with providing the types of goods and/or services sought by the RFP.
- 3.2.6.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 3.2.6.4** 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.
- 3.2.6.5** Letters of reference from three (3) previous customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

3.2.7 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.

3.2.8 Certification Letter

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

3.2.9 Authorization to Release Information

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

3.2.10 Firm Proposal Terms

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

3.3 Cost Proposal

The Respondent shall provide its Cost Proposal in a separately sealed envelope for the proposed goods and/or services. See Attachment #5.

3.3.1 Payment Methods

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

3.3.1.1 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 Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 7.7 of the RFP. Respondents must provide a statement regarding their ability to meet the requirements I this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

3.3.1.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)

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

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf

3.3.1.3 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.

3.3.2 Payment Terms

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

3.3.3 Respondent Discounts

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

3.3.3.1 Prompt Payment Discount

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

3.3.3.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 SCOPE OF WORK

Overview

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

4.1 IWD Scope of Work

4.1.1 Program Description

Iowa Workforce Development (IWD) is soliciting proposals for the design and implementation of an external evaluation of the Re-Employment Services and Eligibility Assessment (RESEA) program. RESEA is a federal program that has four purposes:

1. Reduce UI duration through improved employment outcomes;
2. Strengthen UI program integrity;
3. Promote alignment with the vision of the Workforce Innovation and Opportunity Act (WIOA);
4. Establish RESEA as an entry point to other workforce system partners.

The United States Department of Labor has required each state that participates in the RESEA program to conduct an impact evaluation. Specifically, the evaluation must be designed to provide evidence of a causal relationship between program interventions and two key outcomes: the number of weeks a participant stays on unemployment insurance (UI), and employment two quarters after the start of RESEA services.

This statement of work describes the design for an external impact evaluation of the RESEA program to assess the effect of the RESEA whole program, virtual services and case management on RESEA claimants. The evaluator is expected to use a randomized control trial design. The evaluator is expected to randomize treatment with RESEA services to UI participants who meet existing eligibility requirements, not adjust eligibility requirements. Describe evaluation design plan with time timelines. Describe strategies of how the data will be collected and analyzed. Provide an example of a report that is well written, readable and appropriate for Clearinghouse of Labor Evaluation and Research (CLEAR). Provide three published evaluation reports that have resulted in moderate or high causal ratings you have successfully completed, include an explanation of the project size, scope and complexity.

The short term outcomes targeted by IWD are that RESEA customers will increase their knowledge of basic job seeking skills and that they will utilize these skills to address any barrier to employment that they are experiencing. Medium and long term outcomes targeted by IWD are that customers will apply the education learned through the RESEA program to make significant progress towards solving, or will solve, a current job seeking challenge.

RESEA Program Background:

The Iowa RESEA program is located in all 15 American Job Centers and one satellite office. The program assists individuals receiving unemployment benefits to return to work and reduces the time an individual receives unemployment benefits by providing re-employment services.

Iowa profiles claimants that are unlikely to return to work based on a variety of factors such as education, tenure at last job, wages, plant closing, occupation, number of employees, place of residence and unemployment compensation for ex-service members (UCX). The claimants that are determined to

have the highest profiling score will be scheduled for an individual RESEA appointment with a RESEA Career Planner and are required to participate in the program. If the claimant doesn't participate in the program or services their unemployment benefits will be suspended.

The number of customers available to schedule for a RESEA initial meeting each week ranges from 300-400 customers. Currently, Iowa schedules all available RESEA for an initial RESEA appointment. There would be 300-400 customers available each week for the sample size. The expected minimum number of available sample sizes each year would therefore be 15,600.

The RESEA customer will report to the local American Job Center once they receive the official notice of the RESEA appointment. The RESEA customer is greeted by American Job Center Career Planners and is assisted with entering background information in order to complete the basic registration. The RESEA customer is then assisted with completing Eligibility Explorer which allows the customer to learn about a variety of partner program services and allows them to find out if they would be potentially eligible to receive additional services from other programs. The American Job Center Career Planners then notifies the RESEA Career Planner that the customer is ready for the individual RESEA appointment.

The RESEA Career Planner greets the customer and then discusses the purpose of the program. The RESEA Career Planner looks up the customer's unemployment claim and ensures that the customer is aware of maximum unemployment benefit and the remaining benefits. The RESEA Career Planner highlights the requirements of UI and reviews the unemployment eligibility form provided to the customer prior to the appointment. The RESEA Career Planner will discuss any able and available issues that may arise. The RESEA Career Planners review the job search record and will issue a warning if the RESEA customer either has incomplete records or did not bring in job search records.

The initial RESEA appointment then focuses on re-employment services. The RESEA Career Planner will ask the desired occupation and salary expectations. Individualized labor market information for the desired occupation is shared and discussed. The RESEA Career Planner will briefly review the resume and recommend changes and/or the AJC resume workshop. The RESEA Career Planner will ensure accurate information regarding work history, education, job skills and a professional email are updated in the database system to ensure the RESEA customer's record is updated to give quality job referrals. The RESEA Career Planner then sets up a Virtual Recruiter in the database system which will send the RESEA customer customized job referrals on a weekly basis. Information regarding available local community resources is shared with the customer to assist in any barrier preventing them from returning to work.

The RESEA Career Planner discusses additional re-employment services with the customer. The RESEA Career Planner registers the customer for American Job Center Orientation. This orientation gives a brief overview of all the services and programs available at the American Job Center. An additional re-employment service is also scheduled. This re-employment service is tailored to the needs of the customer and may include but are not limited to American Job Center reemployment workshops, National Career Readiness Certificate, assessments, business panels or virtual job clubs.

A re-employment plan is developed with the customer and it is explained that non-compliance will result in a denial of unemployment benefits. The customer is enrolled into Wagner-Peyser and the initial appointment is completed. The RESEA Career Planner will follow up to ensure the RESEA customer attend AJC Orientation and an additional re-employment service. If the customer doesn't

attend the re-employment services, the unemployment insurance benefits will be suspended until the completion of the re-employment services.

If the RESEA customer is still claiming UI benefits 6-20 weeks after completing initial RESEA, an official notice will be sent for the customer to report to SUB RESEA. The SUB RESEA program is completed by telephone unless the customer opts to report in person to the American Job Center.

The RESEA Career Planner greets the customer and then discusses the purpose of the program. The RESEA Career Planner looks up the customer's unemployment claim and ensures that the customer is aware of maximum unemployment benefit and the remaining benefits. The RESEA Career Planner highlights the requirements of UI and reviews the unemployment eligibility form provided to the customer prior to the appointment. The RESEA Career Planner will discuss any able and available issues that may arise. The RESEA Career Planners review the job search record and will issue a warning if the RESEA customer either has incomplete records or did not bring in job search records.

The RESEA Career Planner will complete an individualized review of the customer's resume and updating the resume with the recommendations from the review will be included on the customer's re-employment plan.

The RESEA Career Planner then asks targeted re-employment questions to discover information that may be impacting the customer's job search success. The following questions are asked at each SUB RESEA appointment.

- Are you applying for more than 2 jobs per week?
- How many interviews and at what companies in the past 4 weeks?
- What is preventing you from securing a job?
- What workshop did you choose during initial RESEA?
- What takeaways did you learn from the class?
- Did you attend any other workshops?
- Verify email address and discuss if checking it regularly.

The RESEA Career Planner discusses additional re-employment services with the customer and provides three appropriate job referrals to the customer. The RESEA Career Planner registers the customer for American Job Center Resume or Interviewing workshop if it is discovered the RESEA customer needs additional basic re-employment services. The RESEA Career Planner will register the customer to meet with a business engagement team member by telephone if it is discovered that the RESEA customer is "job ready". The business engagement team provides a mini mock interview and recommends the RESEA customer to local businesses if appropriate.

A re-employment plan is developed with the customer and it is explained that non-compliance will result in a denial of unemployment benefits. The RESEA Career Planner will follow up to ensure the RESEA customer attends resume/interviewing or the business engagement appointment. If the customer doesn't attend the re-employment services, the unemployment insurance benefits will be suspended until the completion of the re-employment services.

RESEA Theories:

The Iowa RESEA theory of change holds that unemployed individuals re-enter the workforce at a more rapid rate when provided re-employment services and unemployment insurance requirements are enforced. These individuals also engage in more re-employment services, are referred to more partner programs/services, receive more individualized resume assistance and have more able and available issues resolved.

Iowa's current RESEA program is currently structured to allow virtual initial RESEA appointments and re-employment services due to COVID-19. Program staff theorize that expanding the method to receive services will increase the participation of initial appointments and re-employment services.

Iowa plans to offer additional individualized RESEA meetings and believes this will assist the customer to update their re-employment plan, gain additional re-employment services, obtain more referrals to partner programs/services and can troubleshoot job seeking issues with their RESEA Career Planner.

Objectives:

The overall objective of this evaluation is to assess the effect of the Iowa RESEA program on individuals receiving unemployment insurance benefits who are required to look for employment. The evaluator will use an experimental research design with a treatment and control group. The evaluation should be designed to answer the following primary research questions:

1. Does the whole RESEA program generate more participation in re-employment services, referrals to programs/services and more individualized resume assistance?
2. Does the whole RESEA program generate more discoveries of able and available issues?
3. Does the whole RESEA program impact employment two quarters after entry into RESEA and duration of UI receipt?

If it is feasible, the evaluator may also consider exploring the following additional research questions. These additional research questions may require a different study design than the design that is required for the primary research questions:

4. Does offering virtual services increase the participation rate in RESEA?
5. Will claimants volunteer to complete additional virtual services vs. in person services?
6. Does having more than one person in a meeting impact employment outcomes and unemployment duration? Does the frequency of these services impact employment outcomes?

Available Data for RESEA Evaluation:

- Iowa uses a database system (Geographic Solutions) to record services provided and the completion of RESEA activities. This data is available to be utilized in a variety of available reports. The reports can be narrowed down to specific services, date ranges, individual customers and a variety of additional filters.
- Iowa Unemployment Insurance (UI) administrative quarterly employment records: UI covered employment, state gross earnings, and industry of employment.
- Unemployment claimant database - Ability to use to find UI during and other UI indicators

4.1.2 Program Authority

IWD's authority to award this is through funding provided by the US Department of Labor. Funds were awarded to IWD with the intention that IWD would allow a maximum of 10% of the award to conduct evaluations.

4.1.3 Reporting Requirements

Successful applicants will be required to submit reports to document the progress of the project and financial status of the award. Reports include, but are not limited to, monthly evaluation progress reports and expenditures as well as quarterly and annual narrative reports.

4.1.4 Payment Schedule

The executed award agreement will specify conditions for payment and payment schedule.

SECTION 5 SPECIFICATIONS

Overview

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

No mandatory specifications for this Request for Proposal.

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. Must achieve a minimum of 600 points on the Technical Review to be considered and have their cost proposal evaluated.

EVALUATION CRITERIA: RESEA Evaluator	
Evaluation Project Plan and Approach	Up to 30 points
Evaluations	Up to 30 points
Executive Summary	Up to 10 points
Attachments	Up to 10 points

Scoring of Request for Proposal

Total Possible Score for the Technical Proposal.....80 points

Total Possible Score for the Cost Proposal.....60 points

Total Possible Score For Response to RFP #309MD106901.....140 points

These are the evaluation criteria reference charts to help demonstrate the expectations of the evaluation team during their evaluation.

Evaluation Project Plan and Approach: 30 points possible

0-14	<p>Coordination with program staff and IWD is not mentioned or is lacking information of how the evaluator will learn about the Iowa RESEA program. There is no clear indication of how the evaluator will communicate with IWD or how often.</p> <p>There is little description of the oversight and management of the project plan and how data will be analyzed. There is no mention of milestones that will be included in the reporting. Only minimally describes how the evaluation design will be implemented and how the evaluation will be completed.</p>
15-29	<p>Coordination with program staff and IWD is mentioned but is lacking information of how the evaluator will learn about the Iowa RESEA program. The plan indicates how the evaluator will communicate with IWD and/or how often.</p> <p>There is a description of the oversight and management of the project plan and how data will be analyzed but there is no mention of milestones that will be included in the reporting. Describes how the evaluation design will be implemented and but not how the evaluation will be completed.</p>
30	<p>Coordination with program staff and IWD is clear and states how often and by what method the evaluator will communicate with IWD. The plan states specifically how the evaluator will learn about the Iowa RESEA program through program staff interviews and data collection of documents used in the program.</p> <p>There is a description of the oversight and management of the project plan and how data will be analyzed and milestones that will be included in the reporting. Describes how the evaluation design will be implemented and but how the evaluation will be completed.</p>

Evaluations: 30 points possible

0-14	Plan doesn't include or is lacking details how the evaluator will propose an evaluation design plan. The plan doesn't list a timeline and/or is vague on how long the evaluation will take from start to finish. The plan lacks major details on analysis. Plan doesn't include a readable report appropriate for Clearinghouse for Labor Evaluation and Research (CLEAR).
15-29	Plan mentions how the evaluator will propose an evaluation design plan but is lacking information in what will be included in the design plan. The plan lists a timeline but it is not clear how long the evaluation will take from start to finish. The plan mentions analysis but doesn't specify how the control group will be used. Plan states that a well-written, readable report appropriate for Clearinghouse for Labor Evaluation and Research (CLEAR).
30	Plan clearly states how the evaluator will propose an evaluation design plan and clearly lists what will be included in the evaluation plan design such as the type of model, scope of impact evaluation, description of type of data, data collection methods, design limitations and a schedule. The plan clearly states an estimated time period of the evaluation and how the evaluation how the activities in the design plan will be implemented. The plan specifically lists the types of possible analyses to answer research questions and how the evaluation will create a control group. Plan states that a well-written, readable report appropriate for Clearinghouse for Labor Evaluation and Research (CLEAR).

Executive Summary: 10 points possible

0-4	No executive summary is included and is missing the majority of key information.
5-9	Executive summary is provided but missing a few items of key information. Mentions experience with evaluations but doesn't indicate or provide examples of published evaluations.
10	Executive summary is included and mentions all details requested. Specifically describes experience with evaluations including examples published evaluations.

Attachments: 10 Points possible

0-4	No attachments are included or missing a significant portion of the attachments.
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5-9	Attachments are included but are vague in the information requested.
10	All requested attachments are uploaded and they demonstrate a proven track record of successful evaluations.

5.3 Specifications

The external evaluator shall perform the following tasks and will be scored on the criteria described in Appendix B:

5.3.1 Task 1. Review Program Documents and Interview Program Staff.

The evaluator shall review relevant program documents and conduct interviews with RESEA program staff to gather detailed information about the program’s operations and the broader context in which it operates, existing data collection activities and instruments, and potential extant data sources.

5.3.2 Task 2. Develop Impact Evaluation Design Report.

Based on the findings from Task 1, the evaluator will propose a plan for the evaluation that will detail the design of the impact evaluation. The evaluator is expected to use a randomized controlled trial design with a treatment and control group;

The evaluation design plan shall include:

1. A conceptual model of how the RESEA program is intended to work, that is, the intended relationships between the program’s inputs, activities, outputs and outcomes, and how the evaluation will help determine if the program is operating as intended;
2. A summary of the purpose and scope of the impact evaluation, including a list of evaluation questions and hypotheses;
3. A description of the data to be obtained for the impact evaluation;
4. A description of the data collection methods, sampling methods, power analysis, and draft questionnaires or data collection instruments;
5. A description of how and when randomization of the RESEA treatment will occur;
6. A description of the analytical techniques that will be employed;
7. A description of the accompanying implementation evaluation;
8. A description of any design limitations;
9. A description of how the study will meet Clearinghouse for Labor and Evaluation Research (CLEAR) evaluation standards;
10. Identification of an Institutional Review Board (IRB) and description of the consent process, if needed; and
11. A schedule of task milestones or timeline, and delivery dates for the period of performance

Task 2 Deliverables:

- Draft Impact Evaluation Design Report (due four months after project start)
- Final Impact Evaluation Design Report (due five months after project start)

5.3.3 Task 3. Conduct Impact Evaluation.

The evaluator will carry out the evaluation activities as specified in the Impact Evaluation Design Report. The evaluator shall plan for the data collection to span 36 months from initial randomization of study participants to the final collection of employment outcomes data on participants. The evaluator will collect primary data and use the most appropriate and accurate data to conduct the evaluation. They will monitor random assignment and data quality during the period of evaluation. The evaluator will train RESEA team members on the purpose of the evaluation and the need of maintaining treatment and control assignments.

Task 3 Deliverables:

- Periodic quality review of random assignment and data quality (due five months after project start and each quarter after)
- Train RESEA team member of proposed evaluation and assignments of data (due 5 months after project completion).

5.3.4 Task 4. Analyses and Reporting.

The evaluator shall perform appropriate analyses to answer each of the research questions of interest, including any subgroup analyses. The evaluator shall also conduct attrition analysis and analyses to establish the baseline equivalence of treatment and control group members. Where possible, the evaluator should perform statistical modeling that utilizes the services performed and referral data from both program and control groups to determine if outcomes are statistically significant.

The contractor shall provide a well-written, readable report appropriate for review by the Clearinghouse for Labor Evaluation and Research (CLEAR) with the results laid out in the evaluation plan. Additionally, the contractor shall work closely with IWD RESEA staff to develop a lessons learned report that reflects on the evaluation process and lays out a plan for future research.

Task 4 Deliverables:

- Draft Evaluation Report (due six months after conclusion of data collection)
- Final Evaluation Report (due seven months after conclusion of data collection)
- Lessons Learned Report (due eight months after conclusion of data collection)

5.3.5 Task 5. Learning Cohort Events

To begin the project, the evaluator shall attend a kick off meeting with the IWD RESEA evaluation manager (EM) to discuss details regarding the tasks outlined in the proposal, study design, scheduling activities, and other issues related to the contract. This meeting shall be via telephone conference call, virtually or in-person and occur no later than 1 week after the contract award. The evaluator shall work with the EM to develop an agenda for the meeting, which is to be finalized at least two days in advance of the meeting.

The evaluator will cooperate with Abt Associates and its partner, the Urban Institute, which are providing evaluation technical assistance. The evaluator will participate in meetings with the IWD RESEA evaluation manager (EM) and provide any requested information.

The evaluator shall meet regularly with the EM via telephone conference call. These meetings shall occur no fewer than once per month. The purpose of the meetings is to

brief the EM on the progress of the evaluation and to discuss and resolve any issues as they arise.

Within one-week following each meeting, the evaluator shall prepare and deliver a memo summarizing the discussion.

Task 5 Deliverables:

- Kick-off meeting (due one week after project start)
- Memo summarizing kick-off meeting (due two weeks after project start)
- Periodic meetings (ongoing)
- Memos summarizing periodic meetings (ongoing)

5.3.6 Task 6. Submit Progress and Expenditure Reports.

The evaluator shall prepare monthly progress and expenditure reports due at the same time as the invoice. The progress reports shall summarize the major activities and accomplishments for the reporting period. In addition, the contractor shall provide information for each project task regarding significant findings and events, problems encountered, and staff use. The reports shall also specify the extent to which the project is on schedule, briefly describe the activities planned for next month, identify and discuss significant deviations from the substantive and time factors in the management plan, and identify and discuss any decisions which may be needed from IWD RESEA.

The expenditure reports shall summarize the actual personnel assignments for the month just completed and exhibit the total budget, current expenditures for the time period in question, total expenditures, and the balance remaining for each task. The monthly report will also include a review on data quality.

Task 6 Deliverables:

- Progress and expenditure reports (ongoing)

5.3.7 Task 7. Submit Data Files and Working Documents.

The evaluator shall deliver all data collected under this contract to IWD RESEA at the time the evaluator reports the results of the analysis to IWD RESEA. The IWD RESEA Data Files shall include all individual level data from the study, including identifiers and contact information in a format specified by the EM (e.g., tab-delimited, ASCII, SPSS). The evaluator shall also provide a codebook explaining each variable and the variable values, and a full description of the formulas and procedures used, weights, and weight calculations for all datasets, and methods used to control for attrition and nonresponse and to adjust for incomplete or missing data. The evaluator will be required to work with IWD legal team to negotiate any data sharing agreements.

Task 7 Deliverables:

- Working documents and data files (due with final report)

SECTION 6 EVALUATION AND SELECTION

6.1 Introduction

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

6.2 Evaluation Committee

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

6.3 Technical Proposal Evaluation and Scoring

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

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

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

6.4 Cost Proposal Scoring

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations. Only prospective Respondents who obtain the minimum score for their Technical Proposal will be considered during the cost evaluation phase of the review process. When a Technical Proposal does not meet the minimum score, the associated Cost Proposal will remain unopened and will be returned to the Respondent upon request after the Lead State issues a Notice of Intent to Award the Contract. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the Agency in evaluating, Cost Proposals may be evaluated and points awarded as follows:

- 1) The Cost Proposals will be ranked from least to most expensive.
- 2) The least expensive Cost Proposal shall receive the maximum number of points available.
- 3) To determine the number of points to be awarded to all other Cost Proposals, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals will be used as the denominator per the example below.

- 4) The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant Respondents. Percentages and points will be rounded to the nearest whole value.

Example:

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

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

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

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

6.5 Total Score

The compliant Respondent's Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Proposal.

6.6 Tied Score and Preferences

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

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

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

6.6.4 Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.

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

SECTION 7 CONTRACT TERMS AND CONDITIONS

7.1 Contract Terms and Conditions

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

The Contract terms and conditions in this Section 7 and 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 Respondents 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 Respondent.

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 proposed 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.

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

7.2 Contract Length

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

7.3 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

Alterations to this document are prohibited, see section 2.14.14.

[Date]

Michael Drottz, Issuing Officer
Iowa Workforce Development
1000 E Grand Ave., Des Moines, IA 50319

Re: RFP 309MD106901 - PROPOSAL CERTIFICATIONS

Dear Michael Drottz:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]**_____ (Respondent) in response to Iowa Workforce Development for RFP 309MD106901 for RESEA Oversight are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

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

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

Certification Regarding Debarment

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

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

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

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

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

By submitting a Proposal in response to the (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)(2016)*.

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #2
Authorization to Release Information Letter
Alterations to this document are prohibited, see section 2.14.14.

[Date]

Michael Drottz, Issuing Officer
Iowa Workforce Development
1000 E Grand Ave., Des Moines, IA 50319

Re: RFP 309MD106901 - AUTHORIZATION TO RELEASE INFORMATION

Dear Michael Drottz:

[Name of Respondent] _____ **(Respondent)** hereby authorizes the Iowa Workforce Development ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to RFP 309MD106901.

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

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

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

The Respondent further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Respondent's Proposal. The Respondent hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Respondent that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to RFP.

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

Sincerely,

Signature

Name and Title of Authorized Representative

Date

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

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

1. Confidential Treatment Is Not Requested

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

2. Confidential Treatment of Information is Requested

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

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

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

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

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

Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

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

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

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

Company

RFP Number

RFP Title

Signature (required)

Title

Date

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

Part 2 - Confidential Treatment is Requested

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

NOTE:

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

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

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

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

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

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

Company

RFP Number

RFP Title

Signature (required)

Title

Date

Attachment #4

Response Check List

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
3. One Original Proposal and 1 USB drive with the RFP saved on it			
3. One (1) Public Copy with Confidential Information Excised			
3. Transmittal Letter			
3. Specifications			
3. Respondent Background Information			
3. Experience			
3. Acceptance of Terms and Conditions			
3. Certification Letter			
3. Authorization to Release Information			
3. Firm Proposal Terms			
5. Mandatory Specifications			N/A
5. Scored Technical Specifications			
Form 22 – Request for Confidentiality			

ATTACHMENT #5

This page is to be submitted under separate cover in its own sealed envelope.

Payment Terms

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

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

Cost Proposal

Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Deliverable Item	Firm US Dollars
TASK #1 Review Program Documents and Interview Program Staff	
TASK #2 Develop Impact Evaluation Design Report	
TASK #3 Conduct Impact Evaluation	
TASK #4 Analyses and Reporting	
TASK #5 Learning Cohort Events	
TASK #6 Submit Progress and Expenditure Reports	
TASK #7 Submit Data Files and Working Documents	
TOTAL	