

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	Laborshed Studies		RFP Number:	IALS2011
Agency:	Iowa Workforce Development			
State seeks to purchase:	Services to Conduct Telephone Surveys	Available to Political Subdivisions?	No	
Number of mos. or yrs. of the initial term of the contract:	One year	Number of possible annual extensions:	Three (3)	
Initial Contract term beginning:	Date: 7-1-2011	Ending:	Date: 6-30-2012	
State Issuing Officer:				
Name: Paula Nissen				
Phone e-Mail and Fax: 515-281-4896, Paula.Nissen@iwd.iowa.gov , 515-281-9656				
Mailing Address: 1000 E. Grand Avenue, Des Moines, IA 50319				
PROCUREMENT TIMETABLE—Event or Action:			Date/Time (Central Time):	
State Posts Notice of RFP on TSB website			February 10, 2011	
State Issues RFP			February 14, 2011	
(optional, delete this section if not needed) RFP written questions, requests for clarification, and suggested changes from Contractors due: Agency's written response to RFP questions, requests for clarifications and suggested changes due:			March 15, 2011 March 29, 2011	
Proposals Due Date: Proposals Due Time:			April 1, 2011 Time: 4:30 p.m. cst	
Anticipated Date to issue Notice of Intent to Award:			April 22, 2011	
Anticipated Date to execute contract:			July 1, 2011	
Relevant Websites:	Web-address:			
Internet website where Addenda to this RFP will be posted:	http://bidopportunities.iowa.gov/			
Internet website where contract terms and conditions are posted:	Site: http://das.gse.iowa.gov/terms_services.pdf			
Number of Copies of Proposals Required to be Submitted:			Two (2) hardcopy & one (1) CD ROM	
Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:			Days 120 days	

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SECTION 1

INTRODUCTION

1.1. Purpose

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

1.2. Definitions

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

- 1.2.1. **“Proposal”** means the Contractor’s proposal submitted in response to the RFP.
- 1.2.2. **“Contract”** means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.
- 1.2.3. **“Contractor”** means a vendor submitting Proposals in response to this RFP.
- 1.2.4. **“Agency”** means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.
- 1.2.5. **“Responsible Contractor”** means a Contractor that has the capability in all respects to perform the requirements 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.
- 1.2.6. **“Responsive Proposal”** means a Proposal that complies with the material provisions of this RFP.
- 1.2.7. **“RFP”** means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.
- 1.2.8. **“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

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

1.4. Background Information

This RFP is designed to provide Contractors with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency’s benefit and is intended to provide the Agency with competitive information to assist in the selection

process. It is not intended to be comprehensive. Each Contractor is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Iowa Workforce Development is soliciting proposals from qualified service providers to:

1. Contractor will conduct telephone surveys of households across the State of Iowa and its contiguous states. Sample size is generally 405 completed surveys, but in many instances surveys areas will overlap leading to a reduced sample size (in rare instances the survey area may have a larger sample size). This is a rolling statewide survey of households, we anticipate requesting data for approximately 30 survey areas during this funding period.
2. Department will supply the survey questionnaire which is copyrighted and consists of multiple choice, multiple response, yes/no, and verbatim answers (minimal). Average length of the telephone survey is 10-12 minutes. In certain circumstances three (3) additional questions may be added to the end of the questionnaire by the Department.
3. Department will supply list of survey area by ZIP code and expected sample target by ZIP code.
4. Contractor shall be responsible for obtaining survey sample list needed to complete survey work including land line and cell phone numbers.
5. Contractor will review the questionnaire and make necessary changes after consultation with Department.
6. Contractor will ensure that completed interviews are random.
7. Contractor shall ensure that conducted interviews are equally distributed during the day, evening, and weekend time periods.
8. Contractor shall provide the data to Department electronically in an excel spreadsheet.
9. Contractor shall provide completed survey data to Department within one week after completion of phone calls.

2.1 Issuing Officer

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

2.2 Restriction on Communication

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

2.3 Downloading the RFP from the Internet

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

2.4 Procurement Timetable

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

2.5 Questions, Requests for Clarification, and Suggested Changes

Contractors are invited to submit written questions and requests for clarifications regarding the RFP. Contractors may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Contractor shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions will be received from Contractors 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 Contractor shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Contractors to amend their Proposals in response to the addendum.

2.7 Amendment and Withdrawal of Proposal

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

2.8 Submission of Proposals

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

Contractors must furnish all information necessary to enable the Agency to evaluate the Proposal. Proposals that fail to meet the mandatory requirements of the RFP will be rejected. Oral information provided by the Contractor shall not be considered part of the Contractor's Proposal unless it is reduced to writing.

2.9 Proposal Opening

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

2.10 Costs of Preparing the Proposal

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

2.11 No commitment to Contract

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

2.12 Rejection of Proposals

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

2.12.1 The Contractor fails to deliver the cost proposal in a separate envelope.

2.12.2 The Contractor acknowledges that a mandatory requirement of the RFP cannot be met.

2.12.3 The Contractor's Proposal changes a material requirement of the RFP or the Proposal is not compliant with the mandatory requirements of the RFP.

2.12.4 The Contractor's Proposal limits the rights of the Agency.

- 2.12.5** The Contractor fails to include information necessary to substantiate that it will be able to meet a requirement of the RFP as provided in Section 3 of this RFP.
- 2.12.6** The Contractor fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Contractor fails to include Proposal Security, if required.
- 2.12.8** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.
- 2.12.10** The Contractor initiates unauthorized contact regarding the RFP with state employees.
- 2.12.11** The Contractor provides misleading or inaccurate responses.
- 2.12.12** The Contractor's Proposal is materially unbalanced.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsive Contractor.
- 2.12.14** The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

2.13 Nonmaterial Variances

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

2.14 Reference Checks

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

2.15 Information from Other Sources

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

2.16 Verification of Proposal Contents

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

2.17 Proposal Clarification Process

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

2.18 Disposition of Proposals

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

2.19 Public Records and Requests for Confidential Treatment

The Agency will treat all information submitted by a Contractor as public records unless the Contractor 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*. Contractors 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 Contractor's Proposal. In addition, the Contractor 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 Contractor to respond to any inquiries by the Agency concerning the confidential status of the materials.

Any Proposal submitted which contains information for which Contractor is requesting Confidential treatment must be conspicuously marked by the Contractor 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 Contractor identifies its entire Proposal as confidential, the Agency may reject the Proposal as non-responsive.**

If the Contractor designates any portion of its Proposal as confidential, the Contractor must submit a copy labeled as "Public Copy" from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in

Section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

If Agency receives a request for information that includes information Contractor has marked as confidential, Agency will give written notice to the Contractor at least seven calendar days prior to the release of the information to allow the Contractor 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 Contractor's failure to request confidential treatment of material will be deemed a waiver of any right to confidentiality the Contractor may have had.

2.20 Copyright Permission

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

2.21 Release of Claims

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

2.22 Evaluation of Proposals Submitted

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

2.23 Award Notice and Acceptance Period

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

2.24 No Contract Rights until Execution

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

2.25 Choice of Law and Forum

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

2.26 Restrictions on Gifts and Activities

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

2.27 Appeals

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

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: IALS2011 RFP Title: Laborshed Studies

Paula Nissen

1000 E. Grand Avenue, Des Moines, IA 50319

[Contractor's Name and Address]

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

3.1.2. Two (2) of both parts of the Proposal, each in a sealed envelope, shall be timely submitted to the Issuing Officer.

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

3.1.4. Proposals shall not contain promotional or display materials.

3.1.5. Attachments shall be referenced in the Proposal.

3.1.6. If a Contractor proposes more than one solution to the RFP requirements, 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:

3.2.1 Transmittal Letter (Required)

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

3.2.2 Table of Contents

The Contractor shall include a table of contents of its Proposal and submit the check list of submittals per Attachment # 3.

3.2.3 Executive Summary

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

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

3.2.4 Specifications and Technical Requirements

The technical proposal should contain each task with an explanation of how the bidder plans to approach the task and the steps that will be taken to complete the task. The proposal must include detailed information about the steps necessary to accomplish the above outlined tasks, as well as corresponding information about who will be performing each action, when it will be performed, and what it will cost.

Each bidder's proposed project schedule should be included in the technical proposal, in any form that clearly details time periods, milestones and completion dates for each task. The technical proposal should conclude with a summary of problems bidders may reasonably expect and proposed solutions to anticipated problems.

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

3.2.5 Vendor Background Information

The Contractor shall provide the following general background information:

- 3.2.5.1** Does your state have a preference for instate vendors? Yes or No If yes, please include the details of the preference.
- 3.2.5.2** Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor and any local addresses and phone numbers.
- 3.2.5.3** Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.

- 3.2.5.4** State of incorporation, state of formation, or state of organization.
- 3.2.5.5** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor's performance under the terms of this RFP.
- 3.2.5.6** Number of employees.
- 3.2.5.7** Type of business.
- 3.2.5.8** Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.5.9** Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements.
- 3.2.5.10** Name, contact information and qualifications of any subcontractors who will be involved with this project the Contractor proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.5.11** Contractor's accounting firm.
- 3.2.5.12** The successful Contractor will be required to register to do business in Iowa before payments can be made. For vendor registration documents, go to: http://das.gse.iowa.gov/procurement/vendor_reg.html

3.2.6 Experience

The Contractor must provide the following information regarding its experience:

- 3.2.6.1** Number of years in business.
- 3.2.6.2** Number of years 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 Contractor 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 Contractor's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

3.2.7 Personnel

The Contractor must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. The following information must be included in the resumes:

- 3.2.7.1** Full name.
- 3.2.7.2** Education.
- 3.2.7.3** Years of experience and employment history particularly as it relates to the requirements of the RFP.

3.2.8 Termination, Litigation, Debarment

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

- 3.2.8.1** Has the Contractor had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.8.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Contractor under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- 3.2.8.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.
- 3.2.8.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.
- 3.2.8.5** Any irregularities discovered in any of the accounts maintained by the Contractor on behalf of others. Describe the circumstances and disposition of the irregularities.

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

3.2.9 Acceptance of Terms and Conditions

The Contractor shall specifically agree that by submitting the Proposal, the Contractor is accepting all terms and conditions stated in the RFP. However, if the Contractor objects to any term or condition, the Contractor must specifically refer to the RFP page and section number and provide the reason for the objection. Objections or responses that materially alter the RFP may be deemed non-responsive and result in rejection of the Proposal.

3.2.10 Certification Letter

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

3.2.11 Authorization to Release Information

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

3.2.12 Firm Proposal Terms

The Contractor shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm 120 days following the deadline for submitting Proposals.

3.3 Cost Proposal

The Contractor shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services. See Attachment 4.

SECTION 4 SPECIFICATIONS AND TECHNICAL REQUIREMENTS

4.1 Overview

IWD is a department within the executive branch of Iowa State Government and is responsible for administering the laws of Iowa pertaining to unemployment compensation insurance, job placement and training, employment safety, labor standards, and workers’ compensation. IWD provides services through a network of local centers within 15 regions of Iowa. Each region has a full-service workforce development center with a network of itinerant and satellite offices. Many centers are shared by multiple workforce partners including, but not limited to, non-profit organizations, the Department of Human Services, Vocational Rehabilitation, and community colleges. Administrative staff are centralized in two office locations in Des Moines. Nearly three-fourths of the funding necessary for the provision of these services is derived from federal sources.

The United States Department of Labor (US DOL) regulations and OMB Circular A-87 require that costs be allocated to all benefiting programs. Costs associated with IWD’s programs are either classified as direct costs or indirect costs. Direct costs are defined as those expenditures that can be identified specifically with a particular final cost objective or program. Indirect costs are defined as those expenditures that are (a) incurred for a common or joint purpose benefiting more than one cost objective or program, and (b) not readily assignable to the cost objective or program specifically benefited without effort disproportionate to the results achieved. Indirect costs are normally distributed to Federal awards by the use of a federally approved indirect cost rate.

Historically, annual provisional and final indirect cost rates for each of the following three divisions have been calculated, proposed and federally approved for IWD:

The Regional Research & Analysis Bureau of IWD conducts and analyzes many surveys/data and customizes these data into products for specified regions of the state. Laborshed studies are one of these customized products which provide community economic developers and existing or prospective employers a flexible tool to understand the local labor market and make informed expansion and site selection decisions.

A Laborshed is defined as the area or region from which an employment center draws its commuting workers. Laborshed studies show the distribution of the workers irrespective of natural or political boundaries. Laborsheds also address underemployment, the availability and willingness of current and prospective employees to change employment within the workforce, current and desired occupations, wages, hours worked and distance willing to commute to work.

The final and proposed indirect cost rates for state fiscal year 2011 commencing July 1, 2010 are based upon actual expenditures incurred during state fiscal year ended June 30, 2011.

It is the expectation of the Department that the successful service provider will negotiate and respond to any inquiries from the US DOL on behalf of IWD as it pertains to the Indirect Cost Rate Proposal following submission.

The successful Contractor shall provide the goods and/or services to Agency and other agencies using the Contract in accordance with the specifications and technical requirements as provided in this Section. The Contractor shall address each requirement in this Section and indicate whether or not it will comply with the requirement. If the context requires more than a yes or no answer or the section specifically indicates, Contractor shall explain how it will comply with the requirement. Proposals must address each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the Contractor. Proposals must identify any deviations from the requirements of this RFP or requirements the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the requirement(s) of this section, the Agency may reject the Proposal. Iowa Workforce Development is soliciting proposals from qualified service providers to conduct and deliver telephone surveys as specified in section 4.4

There are three types of requirement addressed in these specifications:

- **Mandatory (pass/fail) Requirements:** A Contractor must be able to satisfy all these requirements to be deemed a Responsible Contractor.
- **Scored Mandatory Technical Requirements:** Proposals which pass the Mandatory Requirements review will be reviewed by the evaluation committee and scored in accordance with the evaluation criteria described in Section 5. Compliance with the Scored Technical Requirements is also mandatory.
- **Optional Scored Requirements:** These are scored non-mandatory requirements the Agency may be interested in having.

4.2 Mandatory (Pass/Fail) Technical Requirements

All items listed in this section are Mandatory Requirements. A pass/fail evaluation will be utilized for these requirements. Contractors must mark either **“yes”** or **“no”** to each

requirement in their Proposals. By indicating “yes” a Contractor agrees that it shall comply with that requirement throughout the full term of the Contract, if the Contractor is successful. In addition, if specified by the requirements or if the context otherwise requires, the Contractor shall provide references and/or supportive materials to verify the Contractor’s compliance with the requirement. The Agency shall have the right to determine whether the supportive information and materials submitted by the Contractor demonstrate the Contractor will be able to comply with the Mandatory Requirements. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Requirements, the Agency may reject the Proposal.

4.3 Mandatory Scored Technical Requirements

All items listed below are Mandatory Scored Technical Requirements. All requirements must be met; they will be evaluated and scored by the evaluation committee in accordance with Section 5. Proposals that do not have a minimum score of forty (40) on these requirements will be rejected. Maximum of 75 points will be awarded for Technical Requirements (technical requirements include qualifications and experience).

Scoring Criteria:

- a. The technical proposal should contain each task with an explanation of how the bidder plans to approach the task and the steps that will be taken to complete the task. Tasks outlined as: Task 1 – Project set-up, Task 2 – Sample draw, Task 3 – Data collection and delivery, Task 4 – Reporting. The proposal must include detailed information about the steps necessary to accomplish the outlined tasks, as well as corresponding information about who will be performing each action, when it will be performed, and what it will cost. 20 points.
- b. Each bidder’s proposed project schedule should be included in the technical proposal, in any form that clearly details time periods, milestones and completion dates for each task. 20 points.
- c. The Technical Proposal should conclude with a summary of problems bidders may reasonably expect and proposed solutions to anticipated problems. 35 points.
 1. Conduct telephone surveys of households across the State of Iowa and its contiguous states. Sample size is generally 405 completed surveys, but in many instances surveys areas will overlap leading to a reduced sample size (in rare instances the survey area may have a larger sample size). This is a rolling statewide survey of households, we anticipate requesting data for approximately 30 survey areas during this funding period.
 2. Department will supply the survey questionnaire which is copyrighted and consists of multiple choice, multiple response, yes/no, and verbatim answers (minimal). Average length of the telephone survey is 10-12 minutes. In certain circumstances three additional questions may be added to the end of the questionnaire by the Department.
 3. Department will supply list of survey area by ZIP code and expected sample target by ZIP code.
 4. Contractor shall be responsible for obtaining survey sample list needed to complete survey work including land line and cell phone numbers.
 5. Contractor will review the questionnaire and make necessary changes after consultation with Department.
 6. Contractor will ensure that completed interviews are random.
 7. Contractor shall ensure that conducted interviews are equally distributed during the day, evening, and weekend time periods.
 8. Contractor shall provide the data to Department electronically in an excel spreadsheet.

9. Contractor shall provide completed survey data to Department within one week after completion of phone calls.

Deliverable: Completed surveys (survey with at least 75% of answers complete).

SECTION 5 EVALUATION AND SELECTION
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5.1 Introduction

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

5.2 Evaluation Committee

The Agency intends to 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.

5.3 Overview of Evaluation

All Technical Proposals will be first evaluated to determine if they comply with the Mandatory Requirements and Scored Mandatory Technical Requirements described in Section 4.1 and 4.2 and meet the minimum score as provided in Section 4.3. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Contractors in accordance with this Section. To be deemed a Responsible Contractor and a Responsive Proposal, the Proposal must:

- Answer “Yes” to all parts of Section 4.2 and include supportive materials as required to demonstrate the Contractor will be able to comply with the Mandatory Requirements in that section and obtain a minimum score of forty (40) points for the Mandatory Scored Technical Requirements outlined in Section 4.
- After the Technical Proposals have been scored, the evaluation committee will open and score the Cost Proposals.

5.3.1

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.

5.3.2

Whenever a tie involves an Iowa vendor and a vendor outside the state of Iowa, the Iowa vendor will receive preference. Whenever a tie involves one or more Iowa vendors and one or more vendors outside the state of Iowa, the 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.

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 vendors 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.

5.4 Evaluation Criteria

Proposals will be reviewed by the evaluation committee. The committee will consider all information provided in the proposal when making its commendation and may consider relevant information from other sources. The evaluation committee will award the contract to the responsible Service Provider submitting the best proposal. The lowest priced proposal is not necessarily the best proposal. The evaluation committee's selection will be subject to the final approval of the Department.

The proposals will be evaluated and a recommendation will be made using the following criteria, which are listed in no particular order:

Technical Proposal:

The technical proposal should contain each task with an explanation of how the bidder plans to approach the task and the steps that will be taken to complete the task. A mere repetition of tasks taken from the Scope of Work section will not be considered responsive to this RFP. The proposal must include detailed information about the steps necessary to accomplish the above outlined tasks, as well as corresponding information about who will be performing each action, when it will be performed, and what it will cost. Maximum of 75 points will be awarded for Technical Proposal as described in Section 4.3.

Bidders' proposed project schedule should be included in the technical proposal, in any form that clearly details time periods, milestones and completion dates for each task.

The technical proposal should conclude with a summary of problems bidders may reasonably expect and proposed solutions to anticipated problems.

Cost Proposal:

The cost proposal should show detailed costs by option and task, and contain at least the following information. Maximum of 25 points will be awarded for Cost.

- The cost for the entire project divided by the activities of steps shown on the project schedule.
- Estimated periodic billing to the state based on the cost of the deliverable items.
- Cost or pricing details of each task, which may include:
 - Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates should include all overhead and profit.
 - Purchased materials, estimated unit costs and quantities.
 - Travel, lodging and other direct expenses.
 - Subcontract costs.

A maximum of 75 Points will be awarded for Technical Requirements in Section 4.3 and a maximum of 25 Points will be awarded for Cost Proposal in Section 5.4 above. Maximum score possible: 100 points

Criterion:

5.4.1 Demonstrated ability to enhance and/or expand Laborshed Telephone Surveys.

5.4.2 Cost of goods and/or services.

5.4.3 Creativity and proposed innovative techniques that will extend or broaden the scope of Laborshed activities.

- 5.4.4 Satisfactory performance on previous and present contracts similar in scope to the subject of this RFP.
- 5.4.5 Contractor's professional experience and performance record.
- 5.4.6 Financial stability of Contractor.
- 5.4.7 Overall track record and reputation in the relevant industry.
- 5.4.8 Compliance with RFP and contract terms and conditions and Proposal format.
- 5.4.9 Contractor's proposed staffing plan.
- 5.4.10 Results of any requested oral presentations or site visits.
- 5.4.11 References.
- 5.4.12 Contractor's proposed transition and work plans.
- 5.4.13 Demonstrated quality of proposed services and/or products.
- 5.4.14 Plans for assurance of high quality service.
- 5.4.15 Ability to integrate with Agency administrative applications.
- 5.4.16 Compliance with Agency information security policies.

SECTION 6 CONTRACTURAL TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made in accordance with the provisions of the RFP, the contract terms and conditions contained at the web-address indicated on the RFP cover sheet, 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 shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor's objection or amendment in writing.

The contract terms and conditions contained at the web-address indicated on the RFP cover sheet will be incorporated into the Contract. The contract 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 requirements and the Contract. Contractors should plan on the attached IWD Contract Template (Attachment 5) to be used for any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in any pricing quoted by the Contractor.

By submitting a Proposal, each Contractor acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in its Proposal. If a Contractor takes exception to a provision, it must state the reason for the exception and set forth in its Proposal the specific RFP or contract language it proposes to include in place of the provision. Exceptions that materially change the contract terms and conditions or the requirements of the RFP may be deemed non-responsive by the Agency, in its sole discretion, resulting in possible rejection of the Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Contractor or to negotiate Contract terms with the successful Contractor if the best interests of the State would be served.

6.2

Contract Length

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

Certification Letter

Alterations to this document are prohibited, see section 2.14.15.

[Date]

Paula Nissen, Issuing Officer
Iowa Workforce Development
1000 E. Grand Avenue, Des Moines, IA 50319

Re: Request for Proposal Number IALS2011
PROPOSAL CERTIFICATIONS

Dear Ms. Nissen

I certify that the contents of the Proposal submitted on behalf of [Name of Contractor]_____ (Contractor) in response to Iowa Workforce Development's for Request for Proposal Number IALS2011 for Laborshed Studies Telephone Survey data collection are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

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

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

Certification Regarding Debarment

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

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

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

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

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2009)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

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

Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 432*; or

Contractor is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(42) and (43)*.

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

Sincerely,

[Name and Title]

Authorization to Release Information Letter

Alterations to this document are prohibited, see section 2.14.15.

[Date]

Paula Nissen, Issuing Officer
Iowa Workforce Development
1000 E. Grand Avenue, Des Moines, IA 50319

Re: Request for Proposal Number IALS2011
AUTHORIZATION TO RELEASE INFORMATION

Dear **Name of Issuing Officer**:

[Name of Contractor] _____ **(Contractor)** hereby authorizes Iowa Workforce Development ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to Request for Proposal (RFP) Number IALS2011.

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

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

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

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

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

Sincerely,

[Printed Name of Contractor Organization]

[Name and Title of Authorized Representative]

Date

Attachment # 3
Vendor Requirement Check List

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
3. Two (2) of the Bid Proposal & one CD ROM			
3. One (1) Public Copy with Confidential Information Excised			
3. Transmittal Letter			
3. Specifications and Technical Requirements			
3. Vendor Background Information			
3. Experience			
3. Personnel			
3. Acceptance of Terms and Conditions			
3. Firm Proposal Terms			
4. Mandatory Requirements			
4. Scored Mandatory Requirements			
Attachment #1 Certification Letter			
Attachment #2 Authorization to Release Information Letter			
Attachment #4 Cost Proposal			
Attachment #5 IWD DRAFT Contract			

ATTACHMENT # 4

Payment Terms

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

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

Cost Proposal

Contractor'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. The cost proposal shall show detailed costs by option and task, and contain at least the following information:

- a) The cost for the entire project shall be identified with each respective activity shown on the project schedule.
- b) Estimated periodic billing (if applicable) to the Department based on the cost of the deliverable items.
- c) Cost or pricing details of each task, which may include:
- d) Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates should include all overhead and profit.
- e) Purchased materials, estimated unit costs and quantities.
- f) Subcontractor costs.

Deliverable Item	Firm US Dollars
[Add or modify as appropriate]	
TOTAL COST:	

ATTACHMENT # 5
IWD Draft Contract

IWD and **CONTRACTOR NAME**
Contract # **7-W-FR-CP-0-01 (example)**

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PERSONAL SERVICES CONTRACT

CONTRACT NUMBER: 7-W-FR-CP-0-01 (example)

THIS AGREEMENT is made by and between the IOWA WORKFORCE DEVELOPMENT DEPARTMENT, (hereafter "Department" or "IWD"), 1000 East Grand Avenue, Des Moines, Iowa 50319, an agency of the State of Iowa and Iowa Company, Inc., (hereafter "Contractor"), 7901 Maple Drive, Anytown, Iowa 50322, a corporation, LLC or individual.

The Contractor agrees to perform services for the Department and the Department desires to receive and pay for such services, all upon the terms and conditions set forth in this Agreement.

THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, it is agreed as follows:

ARTICLE

1

IDENTIFICATION OF CONTRACTOR

Contractor is identified as follows:

Name: Iowa Company Inc
Address: 7901 Maple Drive
City/State/Zip: Anytown, Iowa 50322
Business Telephone/Fax: (515) 278-5555
Employer Identification: 012345678

ARTICLE

2

PERIOD OF PERFORMANCE

The Contractor shall provide services under this Agreement beginning on July 1, 2009 ending on June 30, 2010. If applicable, renewal terms will be added here.

ARTICLE

3

WORK TO BE PERFORMED

Subject to the terms and conditions set forth in this Agreement, IWD retains Contractor for the furnishing of services as specifically outlined in Exhibit A entitled "Statement of Work" dated June 1, 2007, attached hereto, and incorporated by this reference, and for such other tasks to which IWD and Contractor may agree in writing.

ARTICLE

4

CONSIDERATION AND PAYMENT

- 4.1 **FUNDING SOURCE.** The source of funding for this Agreement is by the U.S. Department of Labor and Workforce Investment Act (WIA) Program. (example).
- 4.2 **RECEIPT OF FUNDS.** All payments under this Agreement are subject to receipt by the Department of sufficient State or federal funds. Any termination, reduction or delay of funds to the Department shall, at the option of the Department, result in the termination, reduction or delay of funds to the Contractor.
- 4.3 **PAYMENT LIMITATION.** The total authorized payment under this Agreement is not to exceed \$XXX,XXX as specified in Exhibit B, Entitled "Budget." It is expressly understood that the maximum amounts to be paid to Contractor for any item of work or service shall conform to the budget as detailed in Exhibit B.
- 4.4 **PAYMENT PROCEDURES.**
- (a) All payments by IWD shall be subject to receipt by IWD of requests for payment, in form and content acceptable to IWD, submitted by the Contractor. Contractor shall submit claims for payment to IWD by using a detailed invoice.
 - (b) Contractor shall comply with the State's reimbursement procedures and cost limitations for travel, lodging and other expenditures.
 - (c) Payment shall comply with Iowa Code Section 8A.514.

ARTICLE

5

DEFAULT, REMEDIES OF STATE

- 5.1 **DEFAULT.** The occurrence of any one or more of the following events shall constitute cause for IWD to declare Contractor in default of its obligations under this Agreement:
- (a) non-performance of this Agreement;
 - (b) a failure of Contractor to make substantial and timely progress toward performance of the Agreement;
 - (c) a failure of Contractor's work product and services to conform with any specifications noted herein;
 - (d) a repeated exhibition of defects in the services delivered by Contractor, causing serious disruption of use or downtime over a six month period;
 - (e) a breach of provisions relating to intellectual property;
 - (f) a breach of any term of this Agreement.
- 5.2 **NOTICE OF DEFAULT.** IWD shall issue a written notice of default providing therein a fifteen (15) day period in which Contractor shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, IWD may do one or more of the following:
- (a) Exercise any remedy provided by law,

- (b) Require immediate repayment of the full amount of funds disbursed to the Contractor under this Agreement which have not been disbursed by the Contractor,
- (c) Require immediate repayment of any and all funds disbursed to the Contractor under this Agreement which have been disbursed by the Contractor in violation of any rules and regulations incorporated or cited in this Agreement,
- (d) Terminate this Agreement as described in Article 6.19 of this Agreement.

- 5.3 **DELAY OR IMPOSSIBILITY OF PERFORMANCE.** Contractor shall not be considered to be in default under this Agreement if performance is delayed or made impossible by an act of God, floods, fires, strikes, and similar events. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of Contractor.
- 5.4 **SUBCONTRACTORS.** The fact that delay resulted from a subcontractor's conduct, negligence or failure to perform shall not excuse Contractor from compliance with the terms and obligations of this Agreement.
- 5.5 **SET-OFF.** Should IWD obtain a money judgment against Contractor as a result of a default under this agreement, Contractor consents to such judgment being set-off from monies owed Contractor by IWD under any other Agreement.

ARTICLE

6

GENERAL TERMS AND CONDITIONS

- 6.1 **INDEPENDENT CONTRACTOR.** Contractor's status shall be that of an independent contractor. IWD shall not provide to Contractor an office, support staff, equipment or tools, or supervision beyond the terms of this Agreement. The Contractor shall not be considered an employee of the State of Iowa and is not eligible for any State employee benefits including but not limited to retirement benefits, insurance coverage, or the like. The Contractor shall not be considered an employee of the Department or the State of Iowa for federal or state tax purposes and the Department shall not be responsible for withholding taxes on behalf of the Contractor. The Contractor shall be responsible for withholding taxes on behalf of the Contractor. The Contractor shall be responsible for payment of all taxes in connection with any income earned by the Contractor from performance of the Agreement.
- 6.2 **FRINGE BENEFITS.** Because Contractor is an independent business, Contractor is not eligible for any State fringe benefits such as retirement, health or other benefits.
- 6.3 **WORKERS' COMPENSATION AND UNEMPLOYMENT INSURANCE.** Contractor shall maintain workers' compensation insurance and pay all appropriate unemployment insurance taxes due to the State of Iowa.
- 6.4 **EQUIPMENT, MATERIALS AND SUPPLIES.** Contractor shall provide, at Contractor's sole expense, payment for all labor, materials, equipment, tools, machinery, and storage of same, water, heat, utilities, transportation, general liability insurance, and other

facilities and services necessary for the proper execution and completion of this Agreement, whether temporary or permanent and whether or not incorporated or to be incorporated in the work product of Contractor.

- 6.5 **ACCESS TO RECORDS.** Contractor shall permit the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other representative of the United States Government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of Contractor relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement at no cost to the State.
- 6.6 **RECORDS RETENTION.** All records of Contractor relating to this Agreement shall be retained for a period of five (5) years following the date of final payment or completion of any required audit, whichever is later.
- 6.7 **SEVERABILITY OF CONTRACT.** If any portion of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.
- 6.8 **GOVERNING LAW.** This Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa, Central Division.
- 6.9 **WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by both parties.
- 6.10 **NOTICES.** Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The Department may rely on the address of the Contractor as described heretofore, and as modified when necessary, as being the address of the Contractor.
- 6.11 **WAIVERS.** No waiver by the IWD of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of IWD in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by IWD shall preclude future exercise thereof or the exercise of any other right or remedy.
- 6.12 **HEADINGS.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.

6.13 **COMPLIANCE WITH LAWS AND REGULATIONS; DECLARATION OF CONTRACTOR.**

Contractor shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders. Contractor declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

6.14 **COMPLIANCE WITH EEO/AA PROVISIONS.** Contractor shall comply with the provisions of federal, state and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. As a condition to the award of financial assistance, the Contractor assures, with respect to the performance under this Agreement and all agreements or arrangements to carry out the programs or activities that it will:

- (a) Fully comply with Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, Section 408 Prohibitions, Requirements, (c) Nondiscrimination Provisions: The Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; The Americans with Disabilities Act of 1990; and Title VI of the Civil Rights Act of 1964;
- (b) Fully comply with nondiscrimination and equal opportunity provisions, including the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; and with all applicable requirements by or pursuant to regulations implementing those laws;
- (c) Fully comply with the Iowa Civil Rights Act of 1965 as amended and Iowa Executive Order 15 (1973), as amended by Executive Order 11 (1984). The Contractor assures that it has on file a copy of its Affirmative Action Statement, and if appropriate, a plan containing goals and time specifications;
- (d) Include in all subsections nondiscrimination and equal opportunity provisions as contained in this section;
- (e) Contractor shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment laws and regulations; and
- (f) A breach of this Article shall be considered a material breach of this Agreement.

6.15 **INDEMNIFICATION AGAINST LOSS OR DAMAGE.** Contractor shall jointly and severally defend, indemnify and hold IWD, its successors and assigns, harmless from and against any liability, loss, damage or expense, including reasonable counsel fees, which IWD may incur or sustain by reason of (a) the failure of Contractor to fully perform and comply with the terms and obligations of this contract; (b) Contractor's performance or attempted performance of this Agreement; (c) Contractor's activities with subcontractors and third parties.

6.16 **NON-ASSIGNMENT.** This Agreement may not be assigned without prior IWD written consent.

- 6.17 **INTELLECTUAL PROPERTY RIGHTS.** Upon acceptance of IWD of any intellectual property created as part of Contractor's performance of this Agreement, that property shall become the exclusive, property of IWD, free from any claim, lien or interest in the intellectual property, and Contractor shall not have any right to disclose or use any portion of an intellectual property created and delivered pursuant to this Agreement. This Agreement shall cover works made for hire and IWD shall have exclusive right to reproduce, distribute, display, perform, or license the works.
- 6.18 **TERMINATION DUE TO NONAPPROPRIATION OR REDUCTION.** If funds anticipated for the continuing fulfillment of this Agreement are at any time not forthcoming or insufficient due to nonappropriation, termination of the program, or reduction in funding level, then IWD shall have the right to terminate this Agreement without penalty by giving Contractor not less than thirty (30) days written notice. In the event of termination of this Agreement under this Article, the exclusive, sole and complete remedy of Contractor shall be payment for services rendered prior to termination.
- 6.19 **TERMINATION.** This Agreement may be terminated in any of the following circumstances:
- (a) At IWD's discretion, without cause, after thirty (30) days written notice to Contractor by FAX with hard copy to follow by overnight delivery.
 - (b) As a result of Contractor's default under this Agreement.
 - (c) As a result of the termination or reduction of funding to IWD.
 - (d) Due to bankruptcy, insolvency, or receivership.
- 6.20 **JOINT LIABILITY.** If Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of such activities and obligations.
- 6.21 **CONFIDENTIALITY.** Some data, policies and activities of IWD are confidential. Contractor shall preserve the confidentiality of such data, policies and activities which are revealed to Contractor in the performance of this Agreement. Contractor shall maintain procedures for safeguarding such confidentiality. In the event of breach of this provision, IWD may terminate this Agreement immediately without notice of default and opportunity to cure as otherwise provided in Article 5.2, and pursue any remedy provided by law.
- 6.22 **UNALLOWABLE COSTS.** If IWD determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Contractor has requested reimbursement for costs which are unallowable under the terms of this Agreement, the Contractor will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IWD's final determination of the disallowance of costs. If it is IWD's final determination that costs previously paid by the Department are unallowable under the terms of the Agreement, the expenditures will be disallowed and the Contractor shall immediately repay to IWD any and all disallowed costs.

- 6.23 **APPROVAL OF SUBCONTRACTS.** IWD shall approve all subcontracts entered into by Contractor for the purpose of completing the provisions of this Agreement. All such subcontractors shall be procured with adequate attention to the principles of competition and reasonableness of costs. All records relating to subcontracts shall be available for audit or examination as provided in Article 6.5 herein.
- 6.24 **DOCUMENTS ATTACHED OR INCORPORATED BY REFERENCE.** The following documents are hereby incorporated by reference or attached to this Agreement:
- (a) Exhibit A, "Statement of Work," dated June 1, 2007.
 - (b) Exhibit B, "Budget," dated June 1, 2007.
 - (c) Request for Proposal.
 - (d) Response by Contractor.
 - (e) Grant Award Number.
- Copies will be provided upon request.
- 6.25 **ORDER OF PRIORITY.** In the event of a conflict between documents of this Agreement, the following order of priority shall govern:
- (a) Articles 1 through 6 herein.
 - (b) Exhibit B, "Budget," dated June 1, 2007.
 - (c) Exhibit A, "Statement of Work," dated June 1, 2007.
 - (d) Request for Proposal.
 - (e) Response by Contractor.
 - (f) Grant Award Number.
- 6.26 **INTEGRATION.** This Agreement contains the entire understanding between the Contractor and IWD and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties have relied on any such prior representation in entering into this Agreement.
- 6.27 **AUTHORITY TO SIGN.** Each party to this Agreement represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Agreement.
- 6.28 **CUMULATIVE RIGHTS.** The various rights, powers, options, elections, and remedies of either party provided in this Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies, or priorities allowed either party by law and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.
- 6.29 **TIME IS OF THE ESSENCE.** Time is of the essence with respect to the performance of the terms of this Agreement.

- 6.30 **INSOLVENCY OR BANKRUPTCY.** If the Contractor becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or the Contractor applies for or consents to the appointment of a trustee or receiver for the Contractor or for the major part of its property; or if a trustee or receiver is appointed for the Contractor or for all or a substantial part of the assets of the Contractor and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Contractor and, if instituted against the Contractor is consented to, or, if contested by the Contractor is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution. The Contractor must inform IWD of its intention to file a petition in bankruptcy at least five (5) days prior to filing such a petition. The Contractor's filing for bankruptcy without conforming to this requirement shall be deemed a material, pre-petition incurable breach.
- 6.31 **NOT A JOINT VENTURE.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture (or other association of any kind or agent or principal relationship) between the parties. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.
- 6.32 **SOVEREIGN IMMUNITY.** Nothing in this Agreement is intended to serve as a waiver of sovereign immunity and no provision shall be construed as such.
- 6.33 **MONITORING PERFORMANCE.** Iowa Workforce Development will conduct oversight on the progress effectiveness and service delivery methods of this agreement by monitoring performance and compliance; which will be evaluated on an ongoing basis using e-mail, reports, scheduled meetings, etc., by IWD staff.
- 6.34 **REVIEWING PERFORMANCE.** Final project performance and evaluation will be conducted by IWD to determine whether goals were achieved as they relate to this agreement.
- 6.35 **REPORTING.** The Contractor shall submit monthly detailed invoices and **OTHER REPORTING REQUIREMENTS HERE.**
- 6.36 **SUPERSEDES FORMER AGREEMENTS.** This Agreement supersedes all prior Agreements between the Department and the Contractor for the services provided in connection with this Agreement.

An Equal Opportunity Employer/Program

Auxiliary aids and services are available upon request for individuals with disabilities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the latest date shown below:

For **CONTRACTOR**:

For Iowa Workforce Development
Department:

Company

IWD Director

DATE

DATE

EXHIBIT A
STATEMENT OF WORK
June 1, 2007

EXHIBIT B
BUDGET
June 1, 2007