

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information

RFP Number	24CRDFRBMRUNK-0001	Title of RFP	Walnut Twig Beetle Survey
Agency	Iowa Department of Natural Resources (DNR)		
DNR Issuing Officer: Name: Philip Payton Phone: 515-361-0743 E-mail: philip.payton@dnr.iowa.gov			
PROCUREMENT TIMETABLE—Event or Action			Date/Time (Central Time)
State Posts Notice of RFP on the TSB website			1/13/2025
State Issues RFP			1/15/2025
Site Visit Location and Address: See attached map. If requesting a site visit, please contact issuing officer.			Map attached
Proposals Due			2/7/2025
Relevant Websites			
Internet website where the Addenda to this RFP will be posted IMPACS Electronic Procurement System .			
Internet website where contract terms and conditions are posted https://das.iowa.gov/procurement/terms-and-conditions .			
Firm Proposal Terms The minimum number of days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm is 120 Days.			

SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) for the initial period identified 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 6.1.

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

“Deliverable” means the completion of a milestone or accomplishment of a task.

“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 the company, organization or other business entity 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, 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 the submission of a comprehensive Proposal.

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

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 the evaluation and selection criteria provided in this RFP.

1.4 Objectives

The Iowa Department of Natural Resources (DNR) seeks a contractor to conduct an extensive survey of exotic bark beetles across multiple counties in Iowa. The project involves setting up, servicing, and collecting samples from Lindgren Funnel traps at over 100 sites, including locations such as Adair WMA, Lake Ikaria, Yellow River State Forest, Honey Creek/Lake Rathbun, and many others. Contractors will follow USDA Forest Service protocols to detect non-native bark beetles that pose ecological and economic risks. Tasks include biweekly servicing, sample collection, and final reporting. This comprehensive effort aims to detect and address potential exotic bark beetle infestations, safeguarding Iowa's forestry resources and biodiversity.

1.5 Background

Exotic bark beetles are not native to Iowa or possibly the United States. Most bark beetles native to a region are an important part of the ecosystem. They hasten the decomposition cycle by removing weakened or dying trees and rarely attack healthy trees. However, exotic bark beetles are not native and often carry pathogenic fungi to the tree. It is not known if the State of Iowa has any exotic bark beetles that could be damaging trees, which is the purpose of this survey. This same survey was conducted in the State of Minnesota where they discovered and were able to eradicate the velvet longhorned beetle. The goal of this survey is to detect any non-native exotic bark beetle to help with eradication measures.

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 and any addenda to the RFP will be posted at [IMPACS Electronic Procurement System](#). 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 clarification 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 IMPACS on or before the date and time listed. 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 post written responses to questions, requests for clarifications, or suggestions received from Respondents in IMPACS.

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 proposal must be updated and submitted using IMPACS. 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

Respondent must submit Proposal in the State's [IMPACS Electronic Procurement System](#) 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 upload 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. Electronic mail and faxed Proposals will not be accepted. There is a 50MB per file size limitation, but no limit to number of files. Plan accordingly.

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 as a separate file.

- 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 specification 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 4 of the 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 4 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. A Proposal in which line item prices are structured so that it is possible that the Respondent who appears to be low will not end up having the lowest overall cost to the State, due to high prices on particular line items.
- 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 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 the 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 and be available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

2.19 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 the 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 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.

2.21 Release of Claims

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency or the State based on Respondent's misunderstanding concerning the information provided in the RFP or concerning the Agency's or the State's failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this RFP, or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a Proposal or to enter into any Contract resulting from this RFP.

2.22 Respondent Presentations

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

2.23 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 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 the Agency. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.

2.25 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 Preference

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

2.28 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.

2.29 No Minimum Guaranteed

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

2.30 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.

2.31 Appeals

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by emailing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to the Director of the Department of Administrative Services and carbon copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Respondent.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

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

3.1.1 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 as separate files. The files shall be labeled with the following information:

RFP24CRDFRBMRUNK – Respondent Name –Technical Proposal

RFP24CRDFRBMRUNK – Respondent Name –Cost Proposal

3.1.2 Files must be attached to Respondents submission in the State’s [IMPACS Electronic Procurement System](#).

3.1.3 If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit public copy Proposal from which confidential information has been excised as provided in Section 2 and which is marked “Public Copy”.

RFP24CRDFRBMRUNK – Respondent Name – 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

Any information provided in the Technical Proposal is subject to consideration for consideration, evaluation, and scoring. The following documents and responses shall be included in the Technical Proposal in the order given below:

Exhibit 1 - Transmittal Letter (Required)

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

Exhibit 2 - Executive Summary

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

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

Exhibit 3 - Firm Proposal Terms

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

Exhibit 4 - Respondent Background Information

The Respondent shall provide the following general background information:

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

Exhibit 5 - Experience

The Respondent must provide the following information regarding its experience:

- Number of years in business.
- Number of years of experience with providing the types of services sought by the RFP.
- The level of technical experience in providing the types of services sought by the RFP.
- A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
- Letters of reference from three (3) previous or current customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

Exhibit 6 - Acceptance of Terms and Conditions

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

Exhibit 7 – Mandatory Specifications

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

3.3 Cost Proposal

The Respondent shall provide its Cost Proposal in a separate file for the proposed goods and/or services. All prices are quoted pursuant to the terms and conditions of this RFP. Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms. Cost proposals must include the following:

- Provide any one time and recurring costs for system. Recurring costs are to be for a 6-year period to cover initial term and extensions to contract.
- Equipment costs.
- Any other costs associated with proposed system.
- Pricing for options.

3.3.1 Respondent Discounts

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

3.3.1.1 Prompt Payment Discount

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

3.3.1.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 SPECIFICATIONS

Overview

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

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

4.1 Description of Statement of Work

The contractor will be responsible for setting up, servicing, and moving Lindgren funnel traps across three zones as defined in the project plan. The contractor shall collect, label, and preserve samples in accordance with specified guidelines and deliver them to the Department of Natural Resources (DNR)

4.2 Statement of Work Deliverables

Statement of Work. DNR requests that qualified Respondents submit proposals for walnut twig beetle trapping for the following locations (one trap per location):

Site	County	Latitude	Longitude
Adair WMA	Adair	41.27951667000	-94.61870000000
Fontanella	Adair	41.28700000000	-94.55600000000
Lake Ikaria	Adams	41.05560000000	-94.75161667000
Old Evergreen Cemetery	Adams	41.03253119609	-94.60533593154
Heritage Valley	Allamakee	43.37559229361	-91.57911974411
Yellow River St. Forest	Allamakee	43.17086000000	-91.24259000000
Honey Creek/Lake Rathman	Appanoose	40.87841667000	-92.93518333000
Sedan Bottoms	Appanoose	40.67629275450	-92.76455255920
Nabotna park	Audubon	41.75982292420	-94.88057845380
Nathan Hamlin Park	Audubon	41.69531266710	-94.92322238770

77th st	Benton	41.89890935170	-92.19950641550
Hammer park	Benton	41.86290430050	-92.11060990750
River Birch Bottoms Wildlife Area	Black Hawk	42.57749230968	-92.10323513698
Miller creek	Black Hawk	42.38464563640	-92.24297137840
Don Williams rec area	Boone	42.11892470810	-94.02011333830
Pilot mound	Boone	42.15343400290	-94.00622351890
Cedar Bend Park	Bremer	42.75317000000	-92.50408000000
Sweet Marsh	Bremer	42.83154000000	-92.23847000000
Jakway Forest Park	Buchanan	42.59681445170	-91.73233761591
Fairbank	Buchanan	42.63935000000	-92.04333000000
Buena Vista County Conserv. Park	Buena Vista	42.88470000000	-95.34036000000
Little Storm Lake	Buena Vista	42.63965000000	-95.23600000000
Big Marsh	Butler	42.65805000000	-92.82081000000
Heery Woods	Butler	42.76743333000	-92.66871667000
Cedar Wildlife Area	Calhoun	42.36388125490	-94.45779209564
Camp creek	Calhoun	42.28668471320	-94.83053911390
North of City of Carroll	Carroll	42.10246233120	-94.87880321040
Swan Lake Park	Carroll	42.03585080980	-94.83723720430
Cold Springs State Park	Cass	41.29130000000	-95.08456667000
Lake Anita	Cass	41.43185000000	-94.76685000000
Townsend Wildlife Area	Cedar	41.81809774845	-90.96242405563
West Rochester Sand Pit	Cedar	41.68499252931	-91.18010300192
Lime Creek Conservation Area	Cerro Gordo	43.18415000000	-93.19449000000
McIntosh Woods St. Park	Cerro Gordo	43.12536000000	-93.45992000000
Martin Area	Cherokee	42.85065000000	-95.47265000000
Redtail Ridge Habitat Area	Cherokee	42.67635000000	-95.56866000000
Cedar Lake	Chickasaw	42.96338000000	-92.54038000000
Twin Ponds	Chickasaw	43.01280000000	-92.38786000000
Stephens State Forest	Clarke	40.96820000000	-93.55800000000
Liberty County Park	Clarke	41.15673333000	-93.68295000000
DeWolf Co. Park	Clay	43.12505000000	-95.11336000000
Hawk Valley	Clay	43.12574000000	-95.11304000000
Bloody Run Park	Clayton	43.04168000000	-91.21365000000
Pikes Peak State Park (Upper Mississippi River)	Clayton	42.99619000000	-91.16388000000
Bulger's Hollow Recreation Area	Clinton	41.93973538511	-90.18102493624
Barber Creek Wildlife Management Area	Clinton	41.77857122047	-90.60121167242
Yellow Smoke Park`	Crawford	42.03298947670	-95.31402329346
Manilla Trap	Crawford	41.88858786000	-95.22883694890
Crellin wildlife area	Dallas	41.72695735020	-94.05464656430
Vaos nature center	Dallas	41.75582109980	-94.06175181380
Lake Wapello	Davis	40.82416667000	-92.57016667000
Eldon Wildlife Management Area	Davis	40.89136527162	-92.25166484339
Little River Recreation Area	Decatur	40.76541392290	-93.78401211250

Nine Eagles Lake	Decatur	40.59855140610	-93.75774205540
Hard Scrabble County Park	Delaware	42.32472579591	-91.26203475019
Backbone State Park	Delaware	42.61378000000	-91.56168000000
Starr's Cave Perserve	Des Moines	40.84868333000	-91.13538333000
Geode State Park	Des Moines	40.81598333000	-91.38035000000
Central Lake	Dickinson	43.41285000000	-95.14339000000
Emerson Bay	Dickinson	43.35650000000	-95.17695000000
Gull Point St. Park	Dickinson	43.37023000000	-95.16976000000
West Okaboji/Pike's Point St.Park	Dickinson	43.41563000000	-95.16254000000
Farley	Dubuque	42.44215000000	-91.00566667000
Peosta	Dubuque	42.44951667000	-90.85026667000
Burr Oak Lake Wildlife Management Area	Emmet	43.28189274474	-94.76127953189
Fort Defiance St. Park	Emmet	43.39190000000	-94.86919000000
Echo Valley St. Park	Fayette	42.94408000000	-91.77763000000
Volga River St. Rec Area	Fayette	42.87874000000	-91.77071000000
East Idlewild	Floyd	43.15092000000	-92.75264000000
Wentland Woods	Floyd	43.13740000000	-92.71181000000
Beed's Lake St. Park	Franklin	42.77048000000	-93.23457000000
Maynes Grove	Franklin	42.67620000000	-93.21030000000
Lake Shawtee Wildlife Management Area	Fremont	40.84744548445	-95.50288314709
Waubonsie State Park	Fremont	40.66908331000	-95.69160000000
Henderson County Park	Greene	41.99161655248	-94.36080056454
Hyde park	Greene	42.11259477380	-94.57427994910
Grundy county lake	Grundy	42.45663626490	-92.63130944410
Wolfe Family Preserve	Grundy	42.36252411635	-92.74490491441
Lakin Slough	Guthrie	41.77800000000	-94.32535000000
Nations Bridge	Guthrie	41.57540000000	-94.32878333000
Bells mill	Hamilton	42.33942986500	-93.88941877540
Briggs wood park	Hamilton	42.43118658030	-93.80040356460
Crystal Lake Park	Hancock	43.23267000000	-93.78374000000
Eagle Lake	Hancock	43.12634000000	-93.74241000000
Anders wildlife area	Hardin	42.47762139790	-93.19394168460
Pine ridge park	Hardin	42.40764411890	-93.07299019360
Old Town Conservation Area	Harrison	41.52265883401	-95.86155386002
Mondamin	Harrison	41.71145204450	-95.96007970470
Oakland Mills	Henry	40.93238333000	-91.61511667000
Olaughlin Recreation	Henry	40.93088333000	-91.61646667000
Crane Creek	Howard	43.24206000000	-92.28088000000
Lake Hendricks	Howard	43.37326000000	-92.55309000000
Frank A. Gotch St. Park	Humboldt	42.67581000000	-94.20084000000
Joe Sheldon Park	Humboldt	42.72789000000	-94.25373000000
Crawford Creek County Recreation Area	Ida	42.27330445029	-95.59659633721
Moorehead park	Ida	42.35390220320	-95.47796769090

Williamsburg	Iowa	41.65933702710	-92.01962305450
Pilot grove	Iowa	41.62966195450	-92.07063899460
Buzzard ridge	Jackson	42.15850594800	-90.86775076180
Pine valley nature area	Jackson	42.14318797970	-90.85638968390
Ashton Wildlife	Jasper	41.81355000000	-93.25270000000
Rock Creek SP	Jasper	41.75748333000	-92.83423333000
Livingston Timber Recreation Area	Jefferson	41.10952303102	-91.89516134270
Jefferson County Park	Jefferson	40.99206667000	-91.98630000000
Lone Tree/River Jct	Johnson	41.48523333000	-91.42160000000
Clear creek	Johnson	41.70050161690	-91.69028760600
Hale wildlife area	Jones	42.02286675400	-91.02958072100
Olin river access	Jones	42.00149823320	-91.14032901890
Belva Deer Recreation Area	Keokuk	41.38092131540	-92.15268596310
Haysville Bend Wildlife Area	Keokuk	41.26662140870	-92.31708119530
Ambrose A. Call State Park	Kossuth	43.05223000000	-94.24805000000
Smith Lake Park	Kossuth	43.12185000000	-94.24596000000
Denning Conservation	Lee	40.76993333000	-91.59103333000
Shimek State Forest	Lee	40.64916641640	-91.72461873720
Linn ridge	Linn	41.96807554050	-91.39404521960
Wakpicada park	Linn	42.18941240630	-91.52258474490
Odessa/Shافر Access	Louisa	41.19996667000	-91.11531667000
Virginia Grove Rec	Louisa	41.14440000000	-91.32548333000
Red Haw State Park	Lucas	40.99948400580	-93.27562410780
Stephens State Forest	Lucas	40.98710000000	-93.50210000000
Boon Ranch Wildlife Area	Lyon	43.50004000000	-96.18216000000
Lake Pahoja Rec Area	Lyon	43.38575000000	-96.46754000000
Badger Creek State Park	Madison	41.48001667000	-93.90738333000
Goeldner Woods	Madison	41.45288333000	-94.07188333000
Hawthorn Wildlife Management Area	Mahaska	41.48173311992	-92.45487521483
Peters Wildlife Area	Mahaska	41.36056667000	-92.67100000000
Marion County Park	Marion	41.31350000000	-93.12375000000
Pleasantville	Marion	41.39158333000	-93.32470000000
Grimes farm	Marshall	42.02026542370	-92.96290377690
Timmons park	Marshall	42.08900452310	-93.00156553920
Pony Creek	Mills	41.07220000000	-95.78558333000
SW Iowa Sports Club	Mills	41.03020000000	-95.70258333000
Tree Nursery	Mitchell	43.31330000000	-92.79028333000
New Haven Potholes	Mitchell	43.30621000000	-92.67914000000
Greys landing	Monona	42.11371028040	-95.86789936660
Whiting woods	Monona	42.14235266510	-95.88638673550
Carmack Co Park	Monroe	41.12253521649	-92.93483210823
Miami Lake	Monroe	41.12111503000	-92.84159157000
Pilot Grove County Park	Montgomery	41.14811600000	-95.04231480000

Viking Lake State Park	Montgomery	40.97338333000	-95.03815000000
Gedney Lake	Muscatine	41.40203333000	-91.31196667000
Wildcat Den	Muscatine	41.46761667000	-90.88728333000
Dog Creek Park/Campgrounds	O'Brien	42.93994000000	-95.46723000000
Mill Creek State Park	O'brien	42.98645000000	-95.66512000000
Devil's Ridge/Willow Creek County Park	Osceola	43.44567000000	-95.57417000000
Ocheyedan Pits County Rec Area	Osceola	43.38655000000	-95.53339000000
Nodaway Valley County Park	Page	40.76770212043	-94.98086281880
Pierce Creek Recreation Area	Page	40.84470250848	-95.34060960930
Five Island Lake	Palo Alto	43.12497000000	-94.66946000000
Lost Island Lake	Palo Alto	43.18267000000	-94.89331000000
Birkley's Bend	Plymouth	42.65813000000	-96.53852000000
Stone St. Park	Plymouth	42.55711000000	-96.46751000000
Lizard Lake County Park	Pocahontas	42.67447583842	-94.48839681808
Little Clear Lake Rec & Wildlife	Pocahontas	42.73797000000	-94.89363000000
Margo Frankel	Polk	41.67650000000	-93.61870000000
Russel Wildlife Area	Polk	41.35833333000	-92.63351667000
Wheeler Grove Conservation Area	Pottawattamie	41.20146824016	-95.34741243621
Lake Manawa	Pottawattamie	41.19846667000	-95.84215000000
Deep river timber	Poweshiek	41.58592923170	-92.35509389090
Diamond lake	Poweshiek	41.59468103760	-92.53631913590
Poe Hallow	Ringold	40.71165000000	-94.19641667000
Ringold WMA	Ringold	40.71155000000	-94.19638333000
Blackhawk state park	Sac	42.29232813420	-95.01576554410
Blackhawk wildlife area	Sac	42.28274292880	-95.05053484350
Scott County State Park	Scott	41.72691667000	-90.53415000000
Princeton Wildlife	Scott	41.67015000000	-90.34210000000
Prairie Rose State Park	Shelby	41.60105141855	-95.20952368275
Heller Farms	Shelby	41.78399853620	-95.31432623110
Big Sioux Park	Sioux	43.05949000000	-96.46570000000
Oak Grove Park	Sioux	43.06182000000	-96.46004000000
Jennette heritage area	Story	41.95233470820	-93.45518271150
McFarland 2	Story	42.09247806180	-93.57667751070
Conant's Park	Tama	42.17957747004	-92.65350002161
Tama cherry lake	Tama	41.96145013920	-92.58127533580
Lake of 3 Fires	Taylor	40.71300000000	-94.68410000000
Sands Timber	Taylor	40.62796000000	-94.50271000000
Summit Lake	Union	41.08292376190	-94.38464363640
Three Mile Lake	Union	41.09975348540	-94.24892573940
Fox River Wildlife	Van Buren	40.60717983140	-91.93204730380
Lacey Keosaqua	Van Buren	40.71103333000	-91.97710000000
Fox Hills Wildlife Management Area	Wapello	40.96534483072	-92.30457819592
Gray Eagle Wildlife	Wapello	40.99530000000	-92.39631667000

Lake Ahquabie	Warren	41.28806667000	-93.58878333000
Sommerset State Park	Warren	41.44256667000	-93.55046667000
Brinton Timbers Park	Washington	41.22748857637	-91.85922104394
Marr Park	Washington	41.28903333000	-91.57866667000
Bob White State Park	Wayne	40.71051667000	-93.39406667000
Corydon Lake	Wayne	40.75624689350	-93.33608148740
Boone forks	Webster	42.29277750340	-93.96572643330
Deception hollow	Webster	42.32521969960	-94.02064011750
Amborosan Rec Area	Winnebago	43.32122000000	-93.63932000000
Thorpe Park	Winnebago	43.25573000000	-93.75901000000
Lake Meyer	Winneshiek	43.17272000000	-91.90644000000
Trout Run Trail	Winneshiek	43.26244000000	-91.65967000000
141 wildlife refuge	Woodbury	42.23416969870	-95.94505307300
Anderson park	Woodbury	42.22783063320	-95.92524437960
Stimes Forest Worth County Conservation	Worth	43.42554459379	-93.25820807979
Rice Lake St. Park	Worth	43.40033000000	-93.50297000000
Elm Lake	Wright	42.77518000000	-93.68575000000
Lake Cornelia Park	Wright	42.79638000000	-93.69449000000

Deliverable	Task Milestone Date
Task 1: Set up Lindgren funnel traps in ZONE 1 (60 traps, 1 at each location) Description: The Contractor, using the traps, lure, and GPS unit provided, shall set-up Lindgren funnel traps at the locations identified in Section 4.2	Place ZONE 1 – April 29 th , 2025
Task 2: Service and collect samples from Lindgren funnel traps in ZONE 1 , and move traps into ZONE 2 (72 Traps, 1 at each location) Description: Traps should be checked, moved, and samples collected every two weeks. The samples collected from the Lindgren funnel traps will be placed in a clearly labeled Ziplock bag and placed on ice. Samples must be turned into DNR within 3 day of collection and be keep frozen. (See attached map of zone areas) The Contractor, using the traps, lure, and GPS unit provided, shall set-up Lindgren funnel traps at the locations identified in Section 4.2	Pick up ZONE 1 – May 13 th , 2025 Place ZONE 2 – May 15 th , 2025
Task 3: Service and collect samples from Lindgren funnel traps in ZONE 2 , and move traps into ZONE 3 (66 Traps, 1 at each location) Description: Traps should be checked, moved, and samples collected every two weeks. The samples collected from the Lindgren funnel traps will be placed in a clearly labeled Ziplock bag and placed on ice. Samples must be turned into DNR within 3 day of collection and be keep frozen. (See attached map of zone areas) The Contractor, using the traps, lure, and GPS unit provided, shall set-up Lindgren funnel traps at the locations identified in Section 4.2	Pick up ZONE 2 – May 29 th , 2025 Place ZONE 3 – May 31 st , 2025
Task 4: Service and collect samples from Lindgren funnel traps in ZONE 3	Pick up Zone 3 – June 14 th , 2025

Description: Traps should be checked, removed, and samples collected. The samples collected from the Lindgren funnel traps will be placed in a clearly labeled Ziplock bag and placed on ice. Samples must be turned into DNR within 3 day of collection and be keep frozen. (See attached map of zone areas)	
Task 5: Remove Traps & Final Reporting Description: Contractor shall remove all Lindgren funnel traps provided, following the requirements below: • All traps should be removed and cleaned prior to ll being turned into DNR. • Any remaining insect samples turned into DNR. All GPS equipment, Lindgren traps and survey forms shall be turned into DNR	No later than July 15th, 2025

SECTION 5 EVALUATION AND SELECTION

5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest value to the State. Agency will not necessarily award the Contract to the 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.

5.2 Evaluation Committee

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

5.3 Technical Proposal Evaluation and Scoring

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

- Answer “Yes” to all parts of Section 4 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. If a Technical Proposal does not meet the minimum score, it will be rejected and the Respondent’s Cost Proposal will not be evaluated.

Evaluation Criteria. Evaluation of proposals will be based on the following criteria, which are not listed in any particular order of importance. Criterion: **(Possible 120 Points).**

5.3.1 Cost. (25 Points)

- 5.3.2 Respondent's professional experience, performance record, and letter(s) of reference. (25 Points)
- 5.3.3 Compliance and thoroughness of Respondent's response to RFP Technical Proposal. (15 Points)
- 5.3.4 The capacity of the Respondent and Project Team to complete responsibilities described in the Statement of Work. (15 Points)
- 5.3.5 Respondent's work plan to complete responsibilities described in the Statement of Work. (15 Points)
- 5.3.6 Respondent's actual examples provided to the DNR with Proposal of Respondents previous or current work from customers or clients similar to the goods and/services sought in the Statement of Work. (25 Points)

5.4 Cost Proposal Scoring

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

The cost proposal for each respondent will be evaluated in comparison with the other cost proposals received; however, the number of points possible will be proportional to each respondent's technical evaluation score.

The technical evaluation points received (numerator) is divided by the technical evaluation points possible (denominator) and multiplied by the maximum number of points in the cost evaluation. This provides the total points possible for the respondent in the cost evaluation.

Points Possible for Respondent =

$$\frac{\text{Technical Evaluation Points Received}}{\text{Technical Evaluation Points Possible}} \times \text{Maximum Points in Cost Evaluation}$$

The lowest cost proposal (numerator) is divided by the cost proposal being evaluated (denominator) and multiplied by the points possible for the respondent. This provides the cost evaluation points awarded.

Cost Evaluation Points Awarded =

$$\frac{\text{Lowest Cost Proposal Received}}{\text{Cost Proposal Being Evaluated}} \times \text{Points Possible for Respondent}$$

For example, suppose there are 10 maximum points in the cost evaluation. A respondent that receives 100% of the points possible in the technical evaluation has the opportunity to earn 100% of the points possible in the cost evaluation (e.g., 10 points). If the cost proposal is the lowest cost, the full 10 points will be awarded.

However, a respondent that receives only 50% of the points possible in the technical evaluation has the opportunity to earn only 50% of the points possible in the cost evaluation (e.g., 5 points). If the cost proposal is the lowest cost, only 5 points are awarded, compared to the 10 points that could have been awarded if the respondent had received the highest technical evaluation score.

5.5 Tied Score and Preferences

- 5.5.1** An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the 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.
- 5.5.2** 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.
- 5.5.3** 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.
- 5.5.4** 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.
- 5.5.5** Preferences required by applicable statute or rule shall also be applied, where appropriate.

SECTION 6 CONTRACT 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 by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the 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 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 6, the General Terms and Conditions to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The 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 such Terms and Conditions 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 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 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 will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFP or Terms and Conditions identified in that Proposal. 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. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion:

- 6.1.1** Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;
- 6.1.2** Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;

- 6.1.3** Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;
- 6.1.4** Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award issued by the Agency as terms and conditions with which the agency will or will not agree or further negotiate shall be part of the Contract, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications Respondent may request and may accept Respondent's proposal under the terms and conditions of this RFP and the Terms and Conditions.

6.2 Contractual Terms and Conditions – No Material Changes/Non-Negotiable

Notwithstanding anything in this RFP to the contrary, Respondent may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

6.2.1 Indemnification

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Respondents, or any other entity, against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words "indemnity" or "indemnify," are not clauses to which the State may agree. The State will not agree to clause that includes the language "to the extent permitted by law" because, as explained, the State cannot indemnify Respondents to any extent.

6.2.2 Limitation of Liability

Iowa Code section 8A.311(22) and 11 Iowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

6.2.3 Jurisdiction and Venue

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in

another state, and cannot agree to participate in any form of alternative dispute resolution.

6.2.4 Confidentiality

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code chapter 22.

6.2.5 Unliquidated Expenses (i.e., Attorney Fees, Add-ons, or Cost Increases)

The State may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate those funds that have been appropriated to it by the Iowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

6.3 Special Terms and Conditions

6.3.1 Term Length

6.3.2 Payment Terms

6.3.2.1 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.**

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

The State of Iowa may make 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

6.3.2.3 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.

6.3.2.4 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. 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).

6.3.2.5 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:

- 6.3.2.5.1** Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;
- 6.3.2.5.2** 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;
- 6.3.2.5.3** 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);
- 6.3.2.5.4** 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;
- 6.3.2.5.5** Contractor shall confirm that the name of purchaser matches the name on the card;
- 6.3.2.5.6** Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- 6.3.2.5.7** Contractor shall shred any documentation with credit card numbers.

6.3.2.6 Payment Terms

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

6.3.2.7 Respondent Discounts

Respondents shall state in their Cost Proposals whether they offer any payment discounts.

6.3.2.8 Prompt Payment Discount

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

6.3.2.9 Invoices

Any invoices submitted must comply with applicable rules concerning payment of claims, including but not limited to those set forth at Iowa Administrative Code chapter 11—41.

6.3.3 Insurance

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

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

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

6.4 Order of Precedence

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled

Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as attachment 5 (Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.