

REQUEST FOR PROPOSALS - RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	Iowa Solid Waste Environmental Management Program Services		RFP #: 21ESLQBLRASMU-0001
Agency:	Iowa Department of Natural Resources (DNR)		
DNR seeks to purchase:	Services from a qualified Contractor to provide environmental management services to assist the Iowa DNR in continued development and on-going support of the Iowa Solid Waste Environmental Management System (EMS) program.		
Number of mos. or yrs. of the initial term of the contract:	2 Years	Number of possible annual extensions:	4 years
Anticipated Date for Initial Contract term beginning:	December 1, 2020	Anticipated Ending Date:	December 1, 2022
Issuing Officer:			
Name: Michael Gulick <small>CPM</small> , DNR Procurement Officer			
Mailing Address: Iowa Department of Natural Resources – Budget & Finance Bureau Wallace Building 4 th Floor 502 East 9 th Street Des Moines, Iowa 50319			
Phone: 515-725-8214			
e-mail: michael.gulick@dnr.iowa.gov			

PROCUREMENT TIMETABLE—Event or Action:	Date/Time (Central Time):
DNR Posts Notice of RFP on TSB website	June 16, 2020
DNR Issues RFP	June 18, 2020
Emailed written questions, requests for clarification, and suggested changes from Contractors due	July 20, 2020
DNR's written response to questions, requests for clarifications, and suggested changes will be posted to http://bidopportunities.iowa.gov/ on or before	July 27, 2020
Emailed Bid Proposals Due no later than 2:00 PM Central Time	August 3, 2020
Anticipated Date to issue Notice of Intent to Award	October 15, 2020
Anticipated Date to complete contract negotiations	December 1, 2020

Relevant Websites:	Web-address:
Internet website where Addenda to this RFP will be posted:	http://bidopportunities.iowa.gov/
Internet website where Notice of Intent to Award may be posted:	http://bidopportunities.iowa.gov/
Internet website where contract terms and conditions are posted:	http://www.iowadnr.gov/InsideDNR/RFPBidLettings.aspx
Internet website where DNR Solid Waste Environmental Management Systems information can be viewed:	https://www.iowadnr.gov/Environmental-Protection/Land-Quality/Waste-Planning-Recycling/Solid-Waste-EMS

Number of Copies of Bid Proposals Required to be Submitted:	1 emailed original
Bid Proposal Security, if any:	None

Firm Bid Proposal Terms: The minimum Number of Days following the deadline for submitting bid proposals that the Contractor guarantees all bid proposal terms, including price, will remain firm:	90 days
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**CONTRACTORS ARE CAUTIONED TO FOLLOW ALL DIRECTIONS
IN THIS RFP OR RISK DISQUALIFICATION**

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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 Department of Natural Resources (DNR). The DNR intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the DNR, 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 Contractor 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. In this case, the Agency is DNR.
- 1.2.5 "General Terms and Conditions"** shall mean the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.
- 1.2.6 "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, DNR 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.
- 1.2.7 "Responsive Proposal"** means a Proposal that complies with the material provisions of this RFP.
- 1.2.8 "RFP"** means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.
- 1.2.9 "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 email. It is the DNR'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 DNR's benefit and is intended to provide the DNR 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. Through this RFP, the DNR is seeking to enter into a contract with a Contractor that will provide the services described herein.

The Iowa Solid Waste Environmental Management System (EMS) program was established with legislation (<https://www.legis.iowa.gov/legislation/BillBook?ba=HF2570&ga=82>) in 2008 through the creation of Code of Iowa Chapter 455J. The legislation appropriates funding to assist in developing the program and provide ongoing support to the program participants. EMS is a voluntary program that serves as an alternative to the traditional solid waste comprehensive planning process.

Whereas, comprehensive planning measures only landfill waste diversion, EMS participants focus on continuous improvement and document results in six areas as described:

- Organics waste management
- Household hazardous materials collection

- Water quality improvement
- Greenhouse gas reduction
- Recycling services
- Environmental education

EMS participants strive for continuous improvement by setting environmental objectives in each of the six areas, based on their assessment of potential environmental impacts. Participants track their goal progress by measuring associated targets with applicable metrics. Each year, participants review their system policies and procedures, evaluate/modify their programs using root cause analysis, undergo both an internal and external audit and submit an annual report.

Solid waste planning areas/permitted facility planning areas interested in being designated as an EMS may apply during annual application periods. DNR staff and consultants lead newly designated EMS participants in a 16 to 18 month training period that includes coverage and implementation of the Ten EMS Elements as described:

Ten EMS Elements

- Environmental Policy Statement
- Environmental Aspects and Impacts
- Legal and other requirements
- Objectives and Targets
- Action Plan
- Identify Roles and Responsibilities
- Communication/Training/Awareness
- Monitoring and Measurement
- Assessment
- Reevaluation and modification

New participants maintain a Tier 1 status until the completion of their training and approval of their first EMS Annual Report.

DNR staff and consultants also provide ongoing training opportunities for all EMS program participants. Regularly scheduled training opportunities include an annual summer workshop, annual fall conference and a biennial focused training workshop. In addition, on-demand training is provided to individual or small groups of participants as needed.

When the EMS program was first developed in FY2009, DNR relied heavily on the expertise of consultants to model the program after industry standards (ISO 14001). Due to the technical nature of both the program system and its components, expertise from consultants with professional experience in the industry's environmental management systems has continued.

The DNR webpages <https://www.iowadnr.gov/Environmental-Protection/Land-Quality/Waste-Planning-Recycling/Solid-Waste-EMS> and <https://www.iowadnr.gov/Environmental-Protection/Land-Quality/Waste-Planning-Recycling/Solid-Waste-EMS/EMS-Participants> provide additional information about EMS and program participation.

Section 2 Administrative Information

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 selection of the successful Contractor.

2.2 Restriction on Communication. From the issue date of this RFP until announcement of the successful Contractor, Contractors may contact only the Issuing Officer. The Issuing Officer will respond only to email written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2.9. Verbal 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 will be posted at <http://bidopportunities.iowa.gov/> and all Addenda will be posted at the website listed on the RFP cover sheet. 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; however, DNR reserves the right to change the dates. If the DNR changes any of the deadlines for Contractor submissions, the DNR will issue an Addenda to the RFP.

2.5 Resource Information. Resource information regarding this RFP is available. See the RFP cover sheet for details regarding resource information.

2.6 Questions, Requests for Clarification, and Suggested Changes. Contractors are invited to submit emailed written questions and requests for clarifications regarding the RFP. Contractors may also submit suggestions for changes to the requirements of this RFP. Contractors must submit their emailed written questions, requests for clarifications, or suggestions so they are received by the Issuing Officer before the date and time listed on the RFP cover sheet. Verbal questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. Written responses to questions, requests for clarifications, or suggestions will be posted on the Internet, and will be sent on or before the date listed on the RFP cover sheet to all Contractors who submit written questions or request notification of responses to questions. The DNR's written responses will be considered part of the RFP. If the DNR decides to adopt a suggestion that modifies the RFP, then the DNR will issue Addenda to the RFP. The DNR assumes no responsibility for verbal representations made by its officers or employees, or employees of the Boards, unless such representations are confirmed in writing and incorporated into the RFP.

2.7 Amendment to the RFP. The DNR reserves the right to amend the RFP at any time using an Addendum. The Contractor shall acknowledge receipt of Addenda in its Bid Proposal. If the Addenda occur after the closing date for receipt of Bid Proposals, the DNR may, in its sole discretion, allow Contractors to amend their Bid Proposals in response to the DNR's Addenda if necessary.

2.8 Amendment and Withdrawal of Bid Proposal. The Contractor may amend or withdraw and resubmit its Bid Proposal at any time before the Bid Proposals are due. Contractors must email any amendments in writing, signed, and submitted by the Contractor and so that such amendments are received by the Issuing Officer by the deadline set for the receipt of Bid Proposals. Contractors must notify the Issuing Officer in email writing if they wish to completely withdraw their Bid Proposals prior to the due date for Bid Proposals.

2.9 Submission of Bid Proposals. Pursuant to Iowa Code § 29C.6(6), the Governor has temporarily suspended the regulatory provisions of Iowa Code chapters 8A and 8B, Iowa Code § 313.10, and Iowa Administrative Code

Chapters 11-117, 11-118, 129-10, and 641-176. Suspension of these provisions is limited to the duration of this proclamation and is further limited to procurements which are necessary to prevent, contain, or mitigate the effects of the COVID-19 virus; facilitate telework by state employees; and mitigate and respond to increased cyber-attacks and threats. During this suspension, the DNR is requiring each Contractor to **EMAIL** its Bid Proposal to procurement@dnr.iowa.gov so that it is received by the Issuing Officer no later **August 3, 2020 at 2:00 PM Central Time**. The Contractor must ensure the subject line of the email includes the **RFP number 21ESDLQBLRASMU-0001** as identified in the solicitation document. **This is a mandatory specification and will not be waived by the DNR.** Any Bid Proposal received after this deadline will be rejected. It is the Contractor's responsibility to ensure that the Bid Proposal is received prior to the deadline. Contractors must furnish all information necessary to evaluate the Bid Proposal. Bid Proposals that fail to meet the mandatory requirements of the RFP shall be disqualified. Verbal information provided by the Contractor shall not be considered part of the Contractor's Bid Proposal unless it is reduced to writing.

2.10 Bid Proposal Opening. The DNR will review the emailed Bid Proposals beginning on **August 3, 2020 at 2:05 PM Central Time**. The Bid Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and the DNR has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. The names of Contractors who submitted timely Bid Proposals will be publicly available after the Bid Proposal opening on the DAS Bid Opportunities website. However, the announcement of Contractors who timely submitted Bid Proposals does not mean that an individual Bid Proposal has been deemed technically compliant or accepted for evaluation.

2.11 Costs of Preparing the Bid Proposal. The costs of preparation and delivery of the Bid Proposal are solely the responsibility of the Contractor. The DNR is not responsible for any costs, expenses, or losses incurred by any Contractor in connection with this RFP in the preparation of a Bid Proposal.

2.12 Rejection of Bid Proposals. DNR reserves the right to reject any or all Bid Proposals, in whole or in part, without penalty or liability, at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the DNR to select a Contractor or to execute a binding contract with any Contractor that may be selected. DNR further reserves the right to cancel the RFP, to issue a new RFP, and to provide or perform any or all of the goods and services described in this RFP if it is in the best interests of the DNR. In addition, the DNR may terminate or suspend contract negotiations with any selected Contractor, at any time, without penalty or liability. This RFP process is for the benefit of the DNR, and is intended to provide the Evaluation Committee with competitive information to assist in the selection of a Contractor to provide goods and services. It is not intended to be comprehensive, and each Contractor is responsible for determining all factors necessary for submission of a comprehensive Bid Proposal.

2.13 Disqualification. DNR may reject outright and may not evaluate Bid Proposals for any one of the following reasons:

- 2.13.1** The Contractor fails to **EMAIL** the Bid Proposal by the due date and time;
- 2.13.2** The Contractor's Bid Proposal is not compliant with the requirements of the RFP;
- 2.13.3** The Contractor acknowledges that a mandatory specification of the RFP cannot be met;
- 2.13.4** The Contractor's Bid Proposal limits the rights of the DNR;
- 2.13.5** The Contractor fails to timely respond to the DNR's request for information, documents, or references;
- 2.13.6** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in section 3 of this RFP;
- 2.13.7** 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;
- 2.13.8** The Contractor initiates unauthorized contact regarding the RFP with state employees;
- 2.13.9** The Contractor provides misleading, inaccurate, or unbalanced responses; and

- 2.13.10** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Evaluation Committee from other sources) to satisfy the DNR or any member of the Evaluation Committee that the Contractor is properly qualified to satisfy the requirements of the RFP.
- 2.13.11** The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.13.12** The Contractor is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code section 12J.3.
- 2.13.13** The Contractor has defaulted or had a similar contract terminated for cause in the last 24 months.

2.14 Nonmaterial Variances. The DNR reserves the right to waive or permit cure of nonmaterial variances in the Bid Proposal if they judge it to be in its best interest to do so. Nonmaterial variances include minor informalities that do not affect 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 DNR 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 ultimately selected. The determination of materiality is at the sole discretion of the DNR.

2.15 Reference Checks. The DNR reserves the right to contact any reference to assist in the evaluation of the Bid Proposal, to verify information contained in the Bid Proposal and to discuss the Contractor’s qualifications and the qualifications of any subcontractor identified in the Bid Proposal.

2.16 Information from Other Sources. The DNR 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 Bid Proposal, the Contractor’s financial stability, past or pending litigation, and other publicly available information.

2.17 Verification of Bid Proposal Contents. The content of a Bid Proposal submitted by a Contractor is subject to verification. If the DNR determines that the content is in any way misleading or inaccurate, the Contractor may be disqualified.

2.18 Bid Proposal Clarification Process. The DNR reserves the right to contact a Contractor at any time after the submission of Bid Proposals for the purpose of clarifying a Bid Proposal or to ensure mutual understanding. 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 Bid Proposal. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the Issuing Officer within the time specified in the DNR’s request. Failure to comply with requests for additional information may result in rejection of the Bid Proposal as non-compliant.

2.19 Disposition of Bid Proposals. All Bid Proposals become the property of the DNR and shall not be returned to the Contractor at the conclusion of the selection process. The contents of all Bid Proposals will be part of the public record and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.20 Public Records and Requests for Confidential Treatment. The DNR shall treat all information submitted by a Contractor as public information unless the Contractor properly requests that specific parts of the Bid Proposal be treated as confidential at the time of submitting the Bid Proposal. The DNR’s release of information is governed by Iowa Code chapter 22 and 561 Iowa Administrative Code chapter 2. Contractors are encouraged to familiarize themselves with these provisions of law before submitting a Bid Proposal. The DNR will copy and permit examination of public records as required to comply with the public records laws. Any request for confidential treatment of specific information must be included in the transmittal letter with the Contractor’s Bid 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 DNR concerning the confidential status of the materials. Any Bid Proposal submitted which contains specific confidential information must be conspicuously marked 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 the DNR or State personnel from any responsibility if confidential information is viewed by the public, a competitor, or is in any way released. Identification of the entire Bid Proposal as confidential may be deemed non-responsive and disqualify the Contractor. If the Contractor designates any portion of the RFP as confidential, the Contractor must submit one paper copy of the Bid Proposal marked "Public Copy" from which the confidential information has been redacted. This redacted copy is in addition to the number of copies requested in section 3 of this RFP. The confidential material must be redacted 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 Bid Proposal as possible. If the DNR receives a request for information marked confidential, written notice shall be given to the Contractor in compliance with 561 Iowa Administrative Code chapter 2 to allow the Contractor to seek injunctive relief pursuant to Iowa Code section 22.8. The DNR will treat the information marked confidential as confidential information only if 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 by the Agency as waiver of any right to confidentiality the Contractor may have had.

2.21 Form 22 - Request for Confidentiality. FORM 22 (Attachment #3) MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

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

2.23 Release of Claims. By submitting a Bid Proposal, the Contractor agrees that it will not bring any claim or cause of action against the DNR or the State based on any misunderstanding concerning the information provided herein or concerning the DNR's failure, negligent or otherwise, to provide the Contractor with pertinent information as intended by this RFP.

2.24 Presentations. At the discretion of the DNR and the evaluation committee, a Contractor may be requested to provide a web-based Demonstration of the Contractor's product to verify and further evaluate information submitted in the Bid Proposals. Contractors will be allotted **1 hour** for a demonstration of the key functions and features described in Section 4 of this RFP. The demonstration will be immediately followed by a 30 minute question and answer period. The DNR will contact qualified Contractors to schedule their demonstration. The demonstration shall not materially change the information contained in the original written Bid Proposal. Contractors who fail to provide a demonstration when requested, shall be disqualified.

2.25 Evaluation of Bid Proposals Submitted. Bid Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the RFP. The DNR and Evaluation Committee will not necessarily select the Contractor(s) offering the lowest cost proposal. Instead, the DNR intends to select the Responsive Bid Proposal the Evaluation Committee believes will provide the best value to the DNR.

2.26 Notice of Selection and Acceptance Period. The DNR will send a notice of intent to negotiate a contract to all Contractors submitting a timely Bid Proposal and may post the notice at the website shown on the RFP cover sheet. It is the intent of the DNR that negotiation and execution of the contract(s) shall be completed no later than **120** days from the date of the Notice of intent to negotiate a contract. If the apparent successful Contractor fails to negotiate and deliver an executed contract by that date, then the DNR may extend the negotiation period, or cancel the selection and negotiate a contract with any remaining Contractor that the DNR believes will provide the best value to the DNR.

2.27 Definition of Contract. The full execution of a written contract shall constitute the making of a contract for the goods and services requested by the RFP, and no Contractor shall acquire any legal or equitable rights relative to any contract for goods and/or services until a separate written contract, with terms and conditions acceptable to the DNR, has been fully executed by the successful Contractor and DNR. By submitting a Bid Proposal, each Contractor acknowledges that selection of a Contractor shall not create any contract or other obligation until a separate written contract has been executed as described above.

2.28 Choice of Law and Forum. This RFP and the resulting Contract will be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the resulting Contract. Contractors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP, or any resulting contract shall be brought in the Iowa District Court for Polk County, if the jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Licensee, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise.

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

2.30 No Minimum Guaranteed. The DNR anticipates that the selected Contractor will provide goods and/or services as requested by the DNR. The DNR does not and will not guarantee any minimum compensation to be paid under any Resulting Contract, or any minimum purchase of a selected Contractor's goods or services. In addition, no guarantee is made that a Contractor will be selected or any contract will be executed as a result of this RFP.

2.31 Criminal History and Background Investigation. The Contractor hereby explicitly authorizes the DNR to conduct criminal history and/or other background investigation(s) of the Contractor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Contractor for the performance of the contract.

2.32 Award. DNR will exercise its right to determine and accept all portions of any apparent successful Contractor's proposal, or the DNR may choose to reject all bids.

2.33 Reservation of Rights. DNR reserves the right to reject any or all offerings presented in a Contractor's proposal, whether included as a response to specifications in this RFP or as an alternative approach, subject to negotiation.

Section 3 Format and Content of Bid Proposals

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

- 3.1.1** The Bid Proposal shall be divided into two parts: (1) **the Technical Proposal** and (2) **the Cost Proposal**.
- 3.1.2** The Bid Proposal shall be emailed to procurement@dnr.iowa.gov no later than **August 3, 2020 at 2:00 PM Central Time. This is a mandatory specification and will not be waived by the DNR.** Any Bid Proposal received after this deadline will be rejected.
- 3.1.4** If the Contractor designates any information in its proposal as confidential pursuant to section 2.20, the Contractor also must email a separate copy of the Bid Proposal from which confidential information has been excised as provided in section 2.20 along with its original proposal.
- 3.1.5** Bid Proposals shall not contain promotional or display materials.
- 3.1.6** Attachments shall be referenced in the Bid Proposal.

3.2 Technical Proposal. The following documents and responses shall be included in the Bid Proposal in the order given below. For the Contractor's convenience, and to facilitate the review process, Contractors are requested to complete the Requirements Checklist provided as Attachment #4, to ensure that all items in Sections 3.2 are submitted, and to use Attachment #4 as a cover page for its responses to 3.2. Failure to submit these items shall result in rejection of the Bid Proposal as unresponsive.

- 3.2.1 Transmittal Letter.** 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 2.20.
- 3.2.2 Table of Contents and Pagination.** The Contractor is encouraged to include a table of contents of its Bid Proposal, to paginate the Proposal, and submit the check list of submittals per Attachment #4, "Requirements Checklist".
- 3.2.3 Executive Summary.** The Contractor shall prepare an executive summary and overview of the goods and 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 and the proposed contract.
 - 3.2.3.2** An overview of the Contractor's plans for complying with the specifications of this RFP.
 - 3.2.3.3** Any other summary information the Contractor deems to be pertinent.
- 3.2.4 Scope of Work and Technical Requirements.** The Contractor shall address each requirement in Section 4 of the RFP as provided for in that Section and explain how it will comply with each requirement. Bid Proposals must be fully responsive to each requirement. Unless otherwise noted, merely repeating the requirements may be considered non-responsive and may disqualify the Contractor. Bid Proposals must identify any deviations from the requirements of this RFP or requirements the Contractor cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the Contractor cannot satisfy may disqualify the Contractor. **In addition to addressing the Technical Requirements, Section 4 requires the Contractor to provide a work plan with sufficient information describing how the Contractor would accomplish the services sought in this RFP including timeline for implementation.**
- 3.2.5 Background Information.** The Contractor shall provide the following general background information:
 - 3.2.5.1** 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;
 - 3.2.5.2** Form of business entity, *i.e.*, corporation, partnership, proprietorship, 'limited liability company', and whether the entity is registered as a Targeted Small Business;

- 3.2.5.3** State of incorporation, state of formation, or state of organization;
- 3.2.5.4** 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 Bid Proposal;
- 3.2.5.5** Number of employees;
- 3.2.5.6** Type of business;
- 3.2.5.7** Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning the Bid Proposal;
- 3.2.5.8** Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements;
- 3.2.5.9** 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 services and/or goods the subcontractor would perform; and
- 3.2.5.10** The successful Contractor will be required to register to do business in Iowa. If already registered, provide the date of the Contractor's registration to do business in Iowa and the name of the Contractor's registered agent.

The Contractor shall include similar information for any subcontractors to be engaged in any projects under this contract.

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/services sought by the RFP;
- 3.2.6.3** The level of technical experience in providing the types services/goods sought by the RFP;
- 3.2.6.4** A list of all services/goods similar to those sought by this RFP that the Contractor has provided to other businesses, specifically identify services provided to governmental entities; and
- 3.2.6.5** Letters of reference from three (3) previous customers or clients knowledgeable of the Contractor's performance in providing services/goods similar to the services/goods described in this RFP and a contact person and telephone number for each reference.

The Contractor shall include similar information for any subcontractors to be engaged in any projects under this contract.

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

- 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 specifications of the RFP; and
- 3.2.7.4** Job description for the purposes of this RFP.

The Contractor shall include similar information for any subcontractors to be engaged in any projects under this contract.

3.2.8 Termination, Litigation, Debarment. The Contractor must provide the following information:

- 3.2.8.1** During the last five (5) years, has the Contractor had a contract for goods and/or services terminated for any reason, or has the Contractor received a notice of breach, notice of default, or similar notice? If so, provide full details related to the termination or notice.
- 3.2.8.2** During the last five (5) years, describe any damages or penalties or settlements pertaining to contract disputes under any of the Contractor's existing or past contracts as it relates to for goods and/or services performed that are similar to the goods and/or services contemplated by this RFP. If so,

indicate the reason for the penalty, damages or exchange of property, goods, or services and the estimated amount of the cost of that incident to the Contractor.

3.2.8.3 During the last five (5) years, 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 During the last five (5) years, list and summarize of all litigation, threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party. The Contractor must also state whether it or any owners (other than general public stockholders), officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid Proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid Proposal, and with respect to the successful Contractor after the execution of a contract, must be disclosed in a timely manner in a written statement to the DNR.

3.2.8.5 During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Contractor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

The Contractor shall include similar information for any subcontractors to be engaged in any projects under this contract.

3.2.9 Acceptance of Terms and Conditions. The Contractor shall specifically agree that the Bid Proposal is predicated upon acceptance of all terms and conditions stated in the RFP. If the Contractor objects to any term or condition, the Contractor must specifically refer to the RFP page, and section. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify the Contractor. See Section 6 for further information and additional requirements.

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

3.2.12 Form 22 – Request for Confidentiality. The Contractor shall sign and submit with the Bid Proposal the document included as Attachment #3 (Form 22 – Request for Confidentiality) in which the Contractor declares if the Bid Proposal does or does not contain information for which confidential treatment will be requested.

3.2.13 Firm Bid Proposal Terms. The Contractor shall guarantee in writing the availability of the goods and/or services offered and that all Bid Proposal terms, including price, will remain firm for the number of days identified in the RFP cover sheet following the deadline for submitting Bid Proposals.

3.2.14 Bid Proposal Security. There is no bid bond required by this RFP.

3.3.1 Cost Proposal. The Contractor shall email its **cost proposal** for the proposed goods and/or services using **Attachment #5**.

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

3.3.2.1 Credit card or ePayables. The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods.

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

3.3.2.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Respondents shall provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit. https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf

3.3.2.3 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.

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

3.3.4 Contractor Discounts. Contractors shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

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

Section 4

Scope of Work Requirements

4.1 Overview. The DNR reserves the right to determine whether the supportive materials submitted by the Contractor demonstrate the Contractor will be able to comply with the Mandatory Requirements. If the DNR determines the supportive materials do not demonstrate the Contractor will be able to comply with the Mandatory Requirements, the DNR may disqualify the Bid Proposal. The successful Contractor shall be obligated to provide all goods and/or services specified in this Section.

The successful Contractor shall provide the goods and/or services to the DNR 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, the 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 DNR may reject the Proposal.

4.2 Description of Statement of Work. The DNR seeks the services of a qualified Contractor to provide environmental management services to assist the DNR in continued development and on-going support of the Iowa Solid Waste Environmental Management System (EMS) program.

The successful Contractor shall provide technical and supportive services to the DNR and its EMS program participants. The consultant will support DNR's continuous improvement of the EMS program by providing informed, researched advice and assisting with the planning, development and coordination of participant training. In addition, the consultant will provide technical assistance to new, existing and potentially future participants during focused trainings and individual consultations. The successful Contractor shall only invoice for actual work performed.

The Contractor will lead new participants in implementing an EMS framework by training their EMS Core Team members in the ten EMS Elements. Additionally, the contractor will give guidance and lead trainings for all EMS participants in the continuous improvement of their programs.

Ten EMS Elements (Framework)

- Environmental Policy Statement
- Environmental Aspects and Impacts
- Legal and other requirements
- Objectives and Targets
- Action Plan
- Identify Roles and Responsibilities
- Communication/Training/Awareness
- Monitoring and Measurement
- Assessment
- Reevaluation and modification

The Contractor will give guidance and training to EMS participants in actively pursuing six environmental components (Iowa Code 455J.3).

Six EMS Components

- Organics waste management
- Household hazardous materials collection
- Water quality improvement
- Greenhouse gas reduction
- Recycling services
- Environmental education

Statement of Work. Contractor shall perform the following Tasks by the Task Milestone Dates set out in the following table:

Deliverable	Task Milestone Date
<p>Task 1. Iowa DNR and EMS Participant Assistance. Contractor will serve as an advisor for DNR, EMS Participants to provide the services summarized below.</p> <p><i>Task 1.1 Advice, Coordination and Planning.</i> Assist DNR with program planning, coordination, and occasional advice. This task includes the following activities:</p> <ul style="list-style-type: none"> -Develop a calendar of activities to support the EMS Program and its participant agencies. -Develop the concepts and hosting preparations for EMS conferences, workshops and trainings, including identifying speakers and preparing agendas. Note: the material preparation and attendance for these events is covered under the event-specific subtasks. -Periodically provide DNR and EMS Participants professional assistance, research and advice upon request. <p><i>Task 1.2 EMS Focused Training.</i> Conduct on-site training focused on one or more of the ten EMS Elements. This task includes the following activities:</p> <ul style="list-style-type: none"> -Consult with DNR to determine area of focus for training. -Develop training materials. - Conduct training for one full day every other year, at a minimum. <p><i>Task 1.3 On-going EMS Participant Training.</i> Conduct the following activities to support continual improvement for EMS Participants as needed:</p> <ul style="list-style-type: none"> -Provide up to four web-hosted meetings for individual or groups of EMS agencies per year. -Review EMS implementation progress and provide guidance to participant agencies. <p><i>Task 1.4 EMS Annual Summer Workshop.</i> Develop materials for and conduct a one-day, on-site EMS workshop during the summers of 2021 and 2022.</p> <p><i>Task 1.5 EMS Annual Fall Conference.</i> Develop materials for and conduct a one-day, on-site EMS Conference during November 2021 and 2022.</p> <p><i>Task 1.6 Materials to Benefit Participants and Program.</i> Develop promotional materials for the EMS program, similar to the “Success Stories” booklet previously developed.</p> <p><i>Task 1.7 New Participant Training.</i> Provide initial training and support for up to two Tier 1 EMS Participant agencies as needed:</p> <ul style="list-style-type: none"> -Develop materials for and conduct up to two on-site EMS kickoff meetings with the new EMS Participants, assuming one each year, in 2021 and 2022. -Provide two webinar trainings on initial EMS development for the new EMS Participants. -Conduct up to two on-site trainings for new EMS Participants each year in 2021 and 2022. 	<p>Ongoing throughout contract and as requested by the DNR.</p>

<p>-Conduct two conference calls to provide feedback and advice to new EMS Participants during the development of their plans and policies to implement the ten EMS Elements.</p> <p><i>Task 1.8 EMS Participant Recruitment Assistance.</i> Support DNR in recruiting new EMS participant agencies as needed.</p> <p><i>Task 1.9 Additional Assistance.</i> Additional assistance for EMS program participants as requested and agreed upon between Contractor and DNR. Potential assistance needs may include feedback and guidance on developing objectives/targets, determining steps for an action plan or revising a written policy.</p> <p><u>Task 1 Assumptions.</u></p> <ul style="list-style-type: none"> -DNR may determine that some or all on-site events may instead be held virtually in order to adhere to social distancing policies, public safety measures or another reason. A means for estimating the exclusion of travel costs and printing costs for virtual events is to be included. -Contractor’s printing for on-site workshop and conference materials is included, assuming approximately 40 pages for each event for up to 50 attendees. -Printing for the on-site EMS Focused Training is included assuming reprinting of the DNR EMS Audit Guide or similar (25 color copies) as well as handouts (30 pages, 8.5” x 11”, for up to 30 attendees). -Contractor’s production of up to one promotional full color document, 8.5” x 11”, approximately 30 pages in length each. Electronic deliverable (print-ready PDF). No printing is included. -With the assumption that events are held on-site, contractor travel costs for the EMS Focused Training (1 trip), annual EMS Conference (2 trips), kickoff meeting for a new Tier 1 participant each year (2 trips), and one other EMS workshop each year (2 trips) are included. Up to two consultant staff will attend each event. -Up to two Tier 1 Participant Agencies may join the Solid Waste EMS program during the contract period. 	
<p>Task 2. Ongoing EMS Program Management. Contractor will provide ongoing EMS program management as summarized below.</p> <p><i>Task 2.1. Ongoing Project management, scheduling and documentation as required and including:</i></p> <ul style="list-style-type: none"> -Managing project budget, scope and schedule. -Providing monthly billing invoices. -Providing a summary of costs broken down by task and expenses. 	<p>Ongoing throughout contract</p>

Section 5 Evaluation of Proposals

5.1 Introduction. This section describes the evaluation process that will be used to determine which Bid Proposal(s) provides the greatest benefit. DNR will not necessarily select the Contractor offering the lowest cost; instead, the DNR will select the Contractor whose Responsive Bid Proposal appears to provide the best value to the State.

5.2 Evaluation Committee. DNR intends to conduct a comprehensive, fair, and impartial evaluation of Bid Proposals received in response to this RFP. DNR will use an evaluation committee as determined by the participating Boards to review and evaluate the Bid Proposals.

5.3 Overview of Evaluation Process. The DNR shall conduct a preliminary evaluation of all submitted Technical Bid Proposals to determine if they comply with the Format and Content requirements described in the RFP (*i.e.* to determine if the Contractor is a responsible Contractor submitting a Responsive Bid Proposal). Bid Proposals that do not comply with the Format and Content requirements may be rejected as unresponsive by the DNR, without further scoring of the technical proposal. Technical proposals that are deemed responsive by the DNR will be forwarded to the members of the DNR evaluation committee for scoring. **All Cost Proposals will remain unopened and separated from the Technical Proposals until the DNR evaluation committee has completed its evaluation of the Technical Proposals.**

5.4 Preferences. Preferences required by applicable statute or rule shall be applied, where appropriate. An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Contractors who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

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

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

Second preference in tied bids will be given to Contractors based in the United States or products produced in the United States over Contractors based or products produced outside the United States.

5.5 Evaluation Criteria. Evaluation of proposals will be based on the following criteria, which are not listed in any particular order of importance. Criterion:

5.5.1 Approach to working with DNR

5.5.1.1 Did the contractor adequately address how the tasks listed under Statement of Work listed in section 4.2, task 1 would be carried out?

5.5.1.2 Does the Contractor state how they intend to assist DNR to review and determine EMS program progress?

5.5.2 Approach to working with Program Participants

5.5.2.1 Did the Contractor describe a plan and process for developing new training materials and updating existing training materials?

5.5.2.2 Has the Contractor successfully conveyed that staff has the knowledge, background, skills and training necessary to deliver Solid Waste EMS training in a manner that will best benefit program participants?

5.5.2.3 Does the proposal convey that the Contractor has the communications skills necessary to carry out this contract?

5.5.2.4 Has the Contractor clearly stated who will deliver each service on the contract?

5.5.2.5 Did the Contractor propose anything creative or any innovative techniques that will extend or broaden the scope of the EMS program and training activities?

5.5.3 Approach to Program Management and Contractor Information

5.5.3.1 Has the Contractor demonstrated an understanding of what is required of a program manager for this project?

5.5.3.2 Has the Contractor demonstrated they understand compliance with RFP and contract terms and Proposal format and conditions?

5.5.3.3 Are References satisfactory?

5.5.3.4 Has the Contractor provided satisfactory information on professional experience in training on EMS and performance record?

5.5.3.5 Has the Contractor demonstrated a positive overall track record on similar projects?

5.5.3.6 Has the Contractor proposed a transition plan between the end for the present contract and the start of the new contract?

5.5.4 Budget – Cost Proposal

5.5.4.1 Total Amount Proposed

Section 6 Contractual Terms and Conditions

6.1 Preface. Any contract(s) resulting from this RFP between the State and the successful Contractor shall be a combination of the specifications, terms and conditions of this RFP; the offer of the Contractor contained in the Contractor’s proposal; written clarifications or changes made in accordance with the provisions herein; and any other terms deemed necessary or acceptable by the DNR.

The DNR 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. Any resulting contract shall be available to the public as part of the public record in accordance with applicable law.

6.2 Selection Contingent Upon Contract Negotiations. The initial selection of a Contractor means that the DNR will negotiate in good faith with the selected Contractor in expectation of executing a contract. If the DNR determines within its sole discretion that it cannot execute a contract with the selected Contractor, then it may select a new Contractor based on the next highest score or reissue an RFP at a later time.

6.3 Duration of Contract Term, and Amendments to Extend Duration of Contract. The term of the Contract is intended to begin and end on the dates indicated on the RFP cover sheet unless terminated earlier in accordance with the terms of the contract. The effective date of the contract shall not precede the date upon which both parties have signed the contract and the date upon which the contract is approved by the [Natural Resources Commission](#), if such approval is required. DNR shall have the sole option to renew and extend this Contract for up to the number of annual extensions identified on the RFP cover sheet, adding up to no more than 6 years total, by executing a signed Contract prior to the expiration of this Contract.

6.4 Insurance. The Contract will require the successful Contractor to maintain insurance coverage(s) in accordance with the insurance provisions of the DNR Standard Contract Conditions, Section 8 and of the type and in the minimum amounts set forth below, unless otherwise required by the DNR.

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

6.5 Acceptance of Terms and Conditions. By submitting a bid proposal, each Contractor acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Bid Proposal. The specifications, terms and conditions of the “DNR Standard Contract Conditions” and “General Conditions” may be found at <http://www.iowadnr.gov/InsideDNR/RFPBidLettings.aspx>.

If a Contractor takes exception to any contract provision, the Contractor must identify it by page and section number, state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in

place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the DNR, as determined in its sole discretion, resulting in possible disqualification of the Contractor's proposal.

A Contractor's failure to state an exception to any provision and propose alternative language may be deemed by the DNR to constitute Contractor's acceptance thereof. No objection or amendment by a Contractor to the provisions or terms and conditions shall be incorporated into the Contract unless the DNR has explicitly accepted the Contractor's objection or amendment in writing. With regard to the "Special Conditions" portion of the contract forms, DNR and the successful Contractor may agree to modifications to the terms of the "Special Conditions" as necessary to negotiate the terms of a contract. The State reserves the right to refuse to enter into a contract with the successful Contractor for any reason, even after delivery of notice of selection or intent to award a contract.

The terms and conditions as stated herein relate only to this RFP, and do not extend to other or future contracts a prospective Contractor may currently have or may have in the future with the DNR, nor do the terms and conditions as stated herein relate to any other DNR procurement which may be in process.

6.6 Deadline for Execution of Contract. By submitting a proposal, each Contractor agrees that any and all contracts resulting from this RFP must be negotiated and signed by all parties no later than [December 1, 2020](#), unless such deadline is extended by the DNR in writing. Any failure by a successful Contractor or its third party Contractors to negotiate and sign a contract with the State of Iowa prior to this deadline may result in suspension or termination of negotiations with the successful Contractor, and the DNR may elect to negotiate with any other Contractor.

**Attachment # 1
Certification Letter**

Alterations to this document are prohibited, see section 2.13.12.

August 3, 2020

Michael Gulick, Issuing Officer
Iowa Department of Natural Resources
Wallace Building 4th Floor
502 East 9th Street
Des Moines, Iowa 50319

Re: RFP **21ESLQBLRASMU-0001** - PROPOSAL CERTIFICATIONS

Dear **Michael Gulick**:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]** _____
_____ (Contractor) in response to **DNR** for Request for Proposal Number **21ESLQBLRASMU-0001**
for **Iowa Solid Waste Environmental Management Program Services** 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 Contractor 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 the 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 the Agency.

Sincerely,

[Name and Title]

Attachment #2

Authorization to Release Information Letter

Alterations to this document are prohibited, see section 2.13.12.

August 3, 2020

Michael Gulick, Issuing Officer
Iowa Department of Natural Resources
Wallace Building 4th Floor
502 East 9th Street
Des Moines, Iowa 50319

Re: RFP **21ESLQBLRASMU-0001**- AUTHORIZATION TO RELEASE INFORMATION

Dear **Michael Gulick**:

[Name of Contractor]_____ **(Contractor)** hereby authorizes the **DNR** ("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 **21ESLQBLRASMU-0001**.

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

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

1. Confidential Treatment Is Not Requested

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

2. Confidential Treatment of Information is Requested

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

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

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

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

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

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

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

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

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

_____	_____	_____
Company	RFP Number	RFP Title
_____	_____	_____
Signature (required)	Title	Date

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

Part 2 - Confidential Treatment is Requested

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

NOTE:

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

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

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

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

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

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

Company

RFP Number

RFP Title

Signature (required)

Title

Date

**Attachment # 4
Contractor Requirement Checklist**

RFP Section	RFP Requirement	Included
3.1.2	Technical Bid Proposal	
3.1.2	Cost Bid Proposal using Attachment #5	
3.1.4	If applicable, One (1) Public Copy with Confidential Information Excised	
3.2.1	Transmittal Letter	
3.2.2	Table of Contents	
3.2.3	Executive Summary	
3.2.4/4.2	Scope of Work and Technical Requirements (including addressing Section 4.2 Statement of Work)	
3.2.5	Background Information	
3.2.6	Experience	
3.2.7	Personnel	
3.2.8	Terminations	
3.2.9	Acceptance of Terms and Conditions	
3.2.10	Certification Letter Attachment #1	
3.2.11	Authorization to Release Information Attachment #2	
3.2.12	Form 22 – Request for Confidentiality Attachment #3	
3.2.13	Firm Proposal Terms	

ATTACHMENT # 5

Payment Terms

Per *Iowa Code § 8A.514* the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor. What discount will you give for payment in 15 or 30 days? _____ 15 days _____ 30 days

Cost Proposal – 21ESLQBLRASMU-0001

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.

Task	Time Frame	Costs (add Team Members Names and Cost as Needed)	Total Costs
Task 1 Iowa DNR and EMS Participant Assistance			
Task 1.1 Advice, Coordination and Planning	As requested by the DNR	Team Member Name _____ Total Hours _____ Cost per Hour \$ _____ Team Member Name _____ Total Hours _____ Cost per Hour \$ _____ Team Member Name _____ Total Hours _____ Cost per Hour \$ _____	\$ _____
Task 1.2 EMS Focused Training	As requested by the DNR	Team Member Name _____ Total Hours _____ Cost per Hour \$ _____ Team Member Name _____ Total Hours _____ Cost per Hour \$ _____ Team Member Name _____ Total Hours _____ Cost per Hour \$ _____	\$ _____
Task 1.3 On-going EMS Participant Training	As requested by the DNR	Team Member Name _____ Total Hours _____ Cost per Hour \$ _____ Team Member Name _____ Total Hours _____ Cost per Hour \$ _____ Team Member Name _____ Total Hours _____ Cost per Hour \$ _____	\$ _____
Task 1.4 EMS Annual Conference	As requested by the DNR	Team Member Name _____ Total Hours _____ Cost per Hour \$ _____ Team Member Name _____ Total Hours _____	\$ _____

		Cost per Hour \$ _____ Team Member Name _____ Total Hours _____ Cost per Hour \$ _____	
Task 1.5 Materials to Benefit Participants and Program	As requested by the DNR	Team Member Name _____ Total Hours _____ Cost per Hour \$ _____ Team Member Name _____ Total Hours _____ Cost per Hour \$ _____ Team Member Name _____ Total Hours _____ Cost per Hour \$ _____	\$ _____
Task 1.6 New Participant Training	As requested by the DNR	Team Member Name _____ Total Hours _____ Cost per Hour \$ _____ Team Member Name _____ Total Hours _____ Cost per Hour \$ _____ Team Member Name _____ Total Hours _____ Cost per Hour \$ _____	\$ _____
Task 1.7 EMS Participant Recruitment Assistance	As requested by the DNR	Team Member Name _____ Total Hours _____ Cost per Hour \$ _____ Team Member Name _____ Total Hours _____ Cost per Hour \$ _____ Team Member Name _____ Total Hours _____ Cost per Hour \$ _____	\$ _____
Task 1.8 EMS Program Improvement Assistance	As requested by the DNR	Team Member Name _____ Total Hours _____ Cost per Hour \$ _____ Team Member Name _____ Total Hours _____ Cost per Hour \$ _____ Team Member Name _____ Total Hours _____ Cost per Hour \$ _____	\$ _____
Task 1.9 Additional Assistance	As requested by the DNR	Team Member Name _____ Total Hours _____ Cost per Hour \$ _____ Team Member Name _____ Total Hours _____	\$ _____

		Cost per Hour \$ _____ Team Member Name _____ Total Hours _____ Cost per Hour \$ _____	
Task 2. Ongoing EMS Program Management			
Task 2.1. Ongoing Project management, scheduling and documentation	As requested by the DNR	Team Member Name _____	\$ _____
		Total Hours _____	
		Cost per Hour \$ _____	
		Team Member Name _____	
		Total Hours _____	
		Cost per Hour \$ _____	
Grand Total Quote			\$ _____

Signature: _____ Date: _____

Printed Name and Title: _____

Name of Contractor Organization: _____

Address: _____

Phone: _____ Email: _____