**Request for Proposal**

**RFP Cover Sheet**

**Administrative Information:**

|  |  |  |  |
| --- | --- | --- | --- |
| **TITLE OF RFP:**  | IDALS Wetland Field Support Services | **RFP Number:** | WFS 18-1  |
| **Agency:** | Iowa Department of Agriculture and Land Stewardship |
| **State seeks to purchase:** | Services | **Available to Political Subdivisions?** |  |
| **Number of mos. or yrs. of the initial term of the contract:** | 3 years | **Number of possible annual extensions:** | 3 |
| **Initial Contract term beginning:** | January 1, 2019 | **Ending:**  | December 31, 2022 |
| **State Issuing Officer:** |
| Michael L. Bourland |
| **Phone e-Mail and Fax:** 515-242-6130 phone, mike.bourland@iowaagriculture.gov e-mail, 515-281-6170 fax |
| Mailing Address: **Division of Soil Conservation and Water Quality****502 East 9th Street****Des Moines, IA 50319** |
| **PROCUREMENT TIMETABLE—Event or Action:** | **Date/Time (Central Time):** |
| State Posts Notice of RFP on TSB website | September 14, 2018 by 4:00 pm |
| State Issues RFP  | September 18, 2018 by 4:00 pm |
| RFP written questions, requests for clarification, and suggested changes from Contractors due: Agency’s written response to RFP questions, requests for clarifications and suggested changes due: | October 3, 2018 by 4:30 pmOctober 8, 2018 by 4:30 pm |
| Proposals Due Date:Proposals Due Time: | October 19, 20184:30 pm |
| Anticipated Date to issue Notice of Intent to Award: | November 2, 2018 |
| Anticipated Date to execute contract: | November 30, 2018 |
| **Relevant Websites:** | **Web-address:** |
| Internet website where Addenda to this RFP will be posted: | <http://bidopportunities.iowa.gov/>  |
| Internet website where contract terms and conditions are posted: | <https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf>  |
| **Number of Copies of Proposals Required to be Submitted:** | 1 Original, 1 Digital, & 3 Copies |
| **Firm Proposal Terms**Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Contractor guarantees all proposal terms, including price, will remain firm:  | 45 Days |

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SECTION 1 INTRODUCTION

**1.1 Purpose**

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

* 1. **Definitions**

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

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

**“Contract”** means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.

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

**“Agency” or “Department”** means the Iowa Department of Agriculture and Land Stewardship.

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

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

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

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

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

**“CREP”** means Conservation Reserve Enhancement Program

**“DSCWQ”** means Division of Soil Conservation and Water Quality

**“IDALS”** means Iowa Department of Agriculture and Land Stewardship

**“FSA”** means Farm Service Agency

**“NRCS”** means Natural Resources Conservation Service

**“WFS”** means Wetland Field Specialist

**“WQI”** means Water Quality Initiative

**“NRS”** meansNutrient Reduction Strategy

**“SWCD”** means Soil and Water Conservation District

**“ISU”** means Iowa State University

**“PE”** means Licensed Professional Engineer

* 1. **Overview of the RFP Process**

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

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

Respondents will be required to submit their Proposals in hardcopy and on digital media (i.e. CD, USB drive, etc.). It is the Agency’s intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

* 1. **Background Information**

This RFP is designed to provide service providers with the information necessary for the preparation of competitive proposals. The RFP process is for the DSCWQ’s benefit and is intended to provide the DSCWQ with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Service Provider is responsible for determining all factors necessary for submission of a complete proposal.

The DSCWQ has responsibility for implementing CREP for the State of Iowa with the FSA serving as the lead federal agency. Eligible sites are located within a 37 county area in north-central Iowa. The DSCWQ CREP staff is based in Des Moines and identifies potential CREP sites using Geographic Information Systems (GIS) analyses. WFS's are needed to meet with landowners for these identified sites, promote CREP, and provide follow up as needed while CREP sites move through the design and construction processes. It should be noted that not all identified sites move forward beyond the initial conceptual stage or encounter problems during the design phase that prevent them from proceeding to construction. The number of sites requiring assistance with promotion and construction will vary from year to year depending upon funding.

IDALS works on wetland projects for water quality associated with the Nutrient Reduction Strategy that have similarities to CREP, but have different funding sources. The WFS may be asked to assist with landowner contacts for these other wetlands in the same capacity as outlined in this RFP for CREP.

CREP wetlands are designed to meet all applicable NRCS design standards. The service provider will also provide a PE who has an understanding of and experience with NRCS design standards relating to drainage and wetlands. The PE will review all project designs and provide comments to DSCWQ. Other technical services or consultation may be requested of the PE on an as needed basis.

The DSCWQ is seeking to enter into a contract with a Service Provider to provide the WFS’s and technical persons to provide the services outlined in this RFP. The WFS’s will make CREP landowner contacts, interact with SWCD, FSA and NRCS and design consultants as needed for CREP, and monitor constructed CREP wetlands. The PE will provide review of the final CREP designs.

 SECTION 2 ADMINISTRATIVE INFORMATION

* 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.

* 1. **Restriction on Communication**

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

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

* 1. **Downloading the RFP from the Internet**

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

* 1. **Procurement Timetable**

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

* 1. **Questions, Requests for Clarification, and Suggested Changes**

Contractors are invited to submit written questions and requests for clarifications regarding the RFP. Contractors may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Contractor shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions received from Contractors on before the date listed on the RFP cover sheet. The Agency’s written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

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

* 1. **Amendment to the RFP**

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

* 1. **Amendment and Withdrawal of Proposal**

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

* 1. **Submission of Proposals**

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

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

* 1. **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 Contractors who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Contractors who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

* 1. **Costs of Preparing the Proposal**

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

* 1. **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.

* 1. **Rejection of Proposals**

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

* + 1. The Contractor fails to deliver the Cost Proposal in a separate envelope.
		2. The Contractor acknowledges that a mandatory specification of the RFP cannot be met.
		3. The Contractor's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
		4. The Contractor’s Proposal limits the rights of the Agency.
		5. The Contractor fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
		6. The Contractor fails to timely respond to the Agency's request for information, documents, or references.
		7. The Contractor fails to include Proposal Security, if required.
		8. The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
		9. The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
		10. The Contractor initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
		11. The Contractor provides misleading or inaccurate responses.
		12. The Contractor’s Proposal is materially unbalanced.
		13. There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Agency from other sources) to satisfy the Agency that the Contractor is a Responsible Contractor.
		14. The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
		15. The Contractor is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code section 12J.3.
	1. **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 Contractors, 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 Contractor from full compliance with RFP specifications or other Contract specifications if the Contractor is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

* 1. **Reference Checks**

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

* 1. **Information from Other Sources**

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

* 1. **Verification of Proposal Contents**

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

* 1. **Proposal Clarification Process**

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

* 1. **Disposition of Proposals**

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

* 1. **Public Records and Requests for Confidential Treatment**

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

* 1. **Form 22 - Request for Confidentiality**

***FORM 22 MUST BE COMPLETED AND INCLUDED WITH CONTRACTOR’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.***

* 1. **Copyright Permission**

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

* 1. **Release of Claims**

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

* 1. **Evaluation of Proposals Submitted**

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

* 1. **Award Notice and Acceptance Period**

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

* 1. **No Contract Rights until Execution**

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

* 1. **Choice of Law and Forum**

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

* 1. **Restrictions on Gifts and Activities**

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

* 1. **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.

* 1. **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 filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer.  The notice must be filed within five (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 Contractor.

SECTION 3 FORM AND CONTENT OF PROPOSALS

**3.1 Instructions**

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

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

**RFP Number:** **WFS-18-1**

**RFP Title: IDALS Wetland Field Support Services**

**Issuing Officer : Michael L. Bourland**

**Lead Agency: Division of Soil Conservation and Water Quality**

 **502 East 9th Street**

 **Des Moines, IA 50319**

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

1 Original, 1 Digital, & 3 Copies of the Technical Proposal shall be timely submitted to the Issuing Officer in a sealed envelope. The Cost Proposal shall be submitted in a separate sealed envelope.

Technical Proposal Envelope Contents

Original Technical Proposal and any copies

Public Copy (if submitted)

Technical Proposal on digital media

Electronic Public Copy on same digital media (if submitted)

Cost Proposal Envelope Contents

Original Cost Proposal

Cost Proposal on digital media

* + 1. If the Contractor designates any information in its Proposal as confidential pursuant to Section 2, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked “Public Copy”.
		2. Proposals shall not contain promotional or display materials.
		3. Attachments shall be referenced in the Proposal.
		4. If a Contractor 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.
	1. **Technical Proposal**

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

* + 1. **Transmittal Letter (Required)**

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

* + 1. **Mandatory Specifications and Scored Technical Specifications**

The Contractor 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 specification so indicates, Contractor 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 Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

* + 1. **Vendor Background Information**

The Contractor shall provide the following general background information:

* + - 1. Does your state have a preference for instate vendors? Yes or No. If yes, please include the details of the preference.
			2. Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a’s or assumed names or other operating names of the Contractor and any local addresses and phone numbers.
			3. Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.
			4. State of incorporation, state of formation, or state of organization.
			5. The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor’s performance under the terms of this RFP.
			6. Number of employees.
			7. Type of business.
			8. Name, address and telephone number of the Contractor’s representative to contact regarding all contractual and technical matters concerning the Proposal.
			9. Name, address and telephone number of the Contractor’s representative to contact regarding scheduling and other arrangements.
			10. Name, contact information and qualifications of any subcontractors who will be involved with this project the Contractor proposes to use and the nature of the goods and/or services the subcontractor would perform.
			11. Contractor’s accounting firm.
			12. The successful Contractor will be required to register to do business in Iowa before payments can be made.

For vendor registration documents, go to:

<https://das.iowa.gov/procurement/vendors/how-do-business>

* + 1. **Experience**

The Contractor must provide the following information regarding its experience:

* + - 1. Number of years in business.
			2. Number of years of experience with providing the types of goods and/or services sought by the RFP.
			3. The level of technical experience in providing the types of goods and/or services sought by the RFP.
			4. A list of all services similar to those sought by this RFP that the Contractor has provided to other businesses or governmental entities.
		1. **Personnel**

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

* + - 1. Full name.
			2. Education.
			3. Years of experience and employment history particularly as it relates to the specifications of the RFP.
		1. **Acceptance of Terms and Conditions**

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

* + 1. **Certification Letter**

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

* + 1. **Authorization to Release Information**

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

* + 1. **Firm Proposal Terms**

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

* 1. **Cost Proposal**

The Contractor shall provide its Cost Proposal in a separately sealed envelope for the proposed goods and/or services.

* + 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 bay be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Contractors 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.**

* + - 1. **Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)**

Contractors 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>

* + - 1. **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.

* + 1. **Payment Terms**

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

* + 1. **Payment Unit Rates**

The cost proposal shall include unit costs for the following categories:

* Fee Schedule for Labor Costs (provide different levels and categories)
* Travel Expenses\*
* Miscellaneous supplies (to be identified in the service provider proposal)

\*Maximum travel expense reimbursements are subject to state contracting limits. The current maximum reimbursable limits are listed below:

Mileage $0.39 per mile

Hotel $83.00 + tax per night

Breakfast $5.00 each for services beginning prior to 6:00 a.m. or overnight

Lunch $8.00 each when services occur outside the county of residence or overnight

Dinner $15.00 each for services after 7:00 p.m. or for overnight

SECTION 4 SPECIFICATIONS

**4.1 Overview**

The successful Contractor shall provide the goods and/or services to the State using the Contract in accordance with the specifications as provided in this Section. The Contractor 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, Contractor 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 Contractor. Proposals must identify any deviations from the specifications of this RFP or specifications the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

* 1. **Mandatory Specifications**

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

**4.2.1** The Service Provider will assist the DSCWQ in delivering these programs by providing landowner contacts, site specific performance enhancement and monitoring activities, along with other duties as may be agreed to at the request of DSCWQ.

**4.2.2** The DSCWQ’s goal is to restore as many CREP wetlands each year as funding will allow. In the recent past, CREP is funded to construct up to 5 sites per year. Based on past experience, the DSCWQ anticipates that as many as 20 to 30 sites will need to be pursued each year in order to reach this goal because a number of sites do not proceed to construction. The DSCWQ will provide the Service Provider with potential CREP sites. The Service Provider’s WFS will follow these sites throughout the various stages of initial landowner contact, preliminary and final design, construction, and performance.

**4.2.3** The Service Provider’s PE will provide a technical review of the final design and specifications for each site prior to bidding. The DSCWQ may require other technical support of the PE.

* 1. **Scored Technical Specifications**

All items listed below are Scored Technical Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 5.

**4.3.1 General Requirements**

The proposal shall include information that the service provide has the following:

* Demonstrated familiarity with the Iowa CREP
* Demonstrated experience in agricultural drained landscapes
* Demonstrated experience in and knowledge of private agricultural landowner drainage rights and drainage laws
* Demonstrated familiarity with drainage districts
* Demonstrated familiarity with SWCD, NRCS and FSA field offices
* Demonstrated experience with state and federal conservation programs, especially those that relate to wetlands and buffers
* Demonstrated experience with construction contracts and activities
* Demonstrated experience working with engineering design and surveying firms
* Demonstrated understanding of nutrient impacts to in-state waters and hypoxia in the Gulf of Mexico
* Demonstrated understanding of the role of science and technology to address agricultural environmental concerns

**4.3.2 CREP Initial Landowner Contacts**

The eligibility of sites is based upon preliminary information from GIS analyses indicating that the site has potential to meet the program requirements. The landowner(s) impacted by the anticipated wetland footprint and buffer areas are contacted about the program by WFS staff. If they are interested, forms are completed that obligate funding for the project and begin the design process. If there are no limitations found during design that prevent construction, the final easement boundaries are negotiated with the landowner and the final design is completed, followed by public bidding and construction completed by DSCWQ. The WFS will monitor the progress of individual projects and maintain communication with the landowner, the DSCWQ, and the local FSA and SWCD offices throughout the various processes until a site is either unable to proceed for some reason or to completion of construction. WFS staff will continue to provide support to landowners after their site is completed as an information resource to assist with any questions they may have related to their project.

The DSCWQ will issue a conceptual design to the designated WFS that provides location information, site statistics, and program incentive payment estimates. The WFS will determine the number of landowners potentially impacted and make inquiry with the local SWCD regarding the landowner’s past experience with conservation practices. The WFS will contact the landowner(s) and set up an appointment to discuss their potential project, while inviting the local SWCD office including NRCS and FSA staff to participate in that meeting. The purpose of this initial meeting is to introduce the landowner to the program, explain the benefits, and answer any questions. Depending upon the response, several follow up visits may be necessary. If the topography or other physical features at the site raise questions whether or not the project can proceed and still meet program requirements, the WFS will work with DSCWQ personnel to perform field investigations at the site as may be necessary to further evaluate the site. If the landowner(s) expresses interest and there are no apparent physical restraints, the WFS will work with the DSCWQ and local SWCD office to complete the necessary paperwork for the site to proceed to preliminary design by an engineering consultant who will be selected by the DSCWQ. This includes verifying with FSA that all involved landowners meet federal program eligibility requirements prior to DSCWQ entering into a contract with an engineering consultant. If the landowner is not interested in the program, the WFS will report this to the DSCWQ.

**4.3.3 CREP Preliminary Design Review**

After the necessary forms are completed, the DSCWQ will contract with a consulting engineering company for design of the wetland. The first portion of the engineering contract is to complete a topographic survey of the site and preliminary siting of the wetland. The preliminary design will be reviewed by DSCWQ personnel who will forward on an approved preliminary wetland site plan to the WFS. The WFS will coordinate a meeting with the landowner, DSCWQ, engineering firm, SWCD, FSA, NRCS, and themselves to go over the design. The WFS will communicate with DSCWQ personnel regarding the easement negotiations before and after this meeting. The WFS will continue to negotiate, as it becomes necessary, with the landowner until final easement boundaries are established. The WFS will report the results of these meetings to the DSCWQ.

**4.3.4 CREP Permitting, Final Design and Construction**

The consulting engineer that is contracted with the DSCWQ will complete the final design and easement plat. During this time, the DSCWQ will be submitting all of the required permit applications. The WFS may be requested to help obtain some of the information needed to submit the applications. During the final easement plat, the design engineer surveyor will meet with the landowner before and after staking is completed to make sure any final adjustments are made. The WFS will need to be in contact with the landowner during this time to make sure the final easement plat is in accordance with the landowner needs and preferences.

After the final easement plat is completed, information will be provided by DSCWQ to FSA and NRCS to allow them to complete the CRP-1 Contract and Conservation Plan. After the CRP-1 contract is executed, the DSCWQ will put together an easement for the landowner to sign. The WFS will need to work closely with FSA and DSCWQ during this process in conjunction with the landowners since a number of forms will have to be signed.

The designs have to be completed in accordance with NRCS design standards and specifications. The PE who is familiar with these standards and specifications will complete a review of the final plans and specifications provided to them by DSCWQ. A report of their review and recommended changes or modifications will be provided to DSCWQ. After the final design is complete and all permits are received, a construction bidding schedule will be developed by DSCWQ. The WFS will maintain communication with the landowners during the design process and is required to attend the pre-bid meeting as established by the DSCWQ. After the bidding is complete, a contract will be awarded by the DSCWQ. The WFS will be required to attend the preconstruction meeting as established by the DSCWQ. Construction typically takes 4 to 6 six weeks to complete. The WFS will make periodic visits to the site during construction to photo-document progress and forward a digital copy to the DSCWQ. Towards the end or shortly after completion of construction, the WFS will attend a meeting with the landowner, contractor, design engineer, and DSCWQ to observe the final construction and verify it has been completed to the satisfaction of the landowner and DSCWQ. Any work elements not completed to the satisfaction of the landowner and DSCWQ will be addressed at this meeting and DSCWQ will provide direction to the contractor and/or engineer on how to address any items identified as incomplete or non-satisfactory. The maintenance requirements of the buffer area and wetland will also be reviewed with the landowner at this time to ensure they have a solid understanding of their responsibilities.

**4.3.5 CREP Post Construction and Wetland Performance**

A portion of the project area will be seeded with native grasses and forbs (CRP) that are to be maintained by the landowner. The WFS will be in communication with the landowners to make sure they understand their maintenance responsibilities in conformance with FSA rules that govern the project area.

The performance of the wetland for nitrate removal is impacted by the amount of vegetation that is established in the pool area. Manipulation of water levels can be necessary to help establish wetland vegetation, and in some cases wetland seeding may be performed to help establish vegetation. Each project is constructed with a water control structure. The WFS will help manipulate the water levels by removal and replacement of stop logs within the water control structure as directed by DSCWQ. The WFS will also make the landowner aware that water level management must be approved and coordinated through the DSCWQ.

**4.3.6 Specific Requirements**

The service provider will provide WFS’s and technical persons to complete the activities described above. Each WFS will need to have a valid State of Iowa driver’s license and provide reliable transportation to make the landowner contacts and attend the various meetings. In order to facilitate communication, the WFS must have a a device that is field accessible with reasonable service in north central Iowa, along with an e-mail address and access to the internet. The WFS must also provide and maintain a recognized US Postal Service address. Since some communications from DSCWQ will be through e-mail, the WFS will need access to color printer to print documents.

**4.3.7 Summary**

The following is a summary of anticipated services. The exact number of sites and the activities required for each site will vary each year based on many factors including funding for the program. However, the following information should be used by the service provider to establish an anticipated budget.

* The service provider should anticipate making initial landowner contacts for up to thirty new CREP sites every year recognizing that some sites have multiple landowners and/or require multiple visits with landowners.
* The service provider should anticipate having an average of five CREP sites per year for construction, recognizing it usually takes up to two years before a project is constructed after the initial contact is made. Various landowner interactions as described above will be required throughout the process.
* Engineering review of final plans will be required for every site that is constructed. Anticipate up to five per year.

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 benefit to the State. Agency will not necessarily award the Contract to the Contractor offering the lowest cost to the Agency. Instead, the Agency will award to the Contractor whose Responsive Proposal the Agency believes will provide the best value to the State.

* 1. **Evaluation Committee**

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

* 1. **Technical Proposal Evaluation and Scoring**

All Technical Proposals will first be reviewed to determine if they comply with the Mandatory Specifications. The Technical Proposals will then be evaluated and scored on the Scored Technical Specifications described in Section 4.1 and 4.2. To be deemed a Responsive Proposal, the Proposal must:

* Answer “Yes” to all parts of Section 4.1 and include supportive materials as required to demonstrate the Contractor will be able to comply with the Mandatory Specifications in that section and
* Obtain the minimum score for the Technical Proposal.

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

* 1. **Cost Proposal Scoring**

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

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

1. The Cost Proposals will be ranked from least to most expensive.
2. The least expensive Cost Proposal shall receive the maximum number of points available.
3. To determine the number of points to be awarded to all other Cost Proposals, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals will be used as the denominator per the example below.
4. The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant offerors. Percentages and points will be rounded to the nearest whole value.

**Example:**

**Offeror A quotes $35,000; Offeror B quotes $45,000 and Offeror C quotes $65,000.**

Offeror A: $35,000 = receives 100% of available points on cost.

 $35,000

Offeror B: $35,000 = receives 78% of available points on cost.

 $45,000

Offeror C: $35,000 = receives 54% of available points on cost.

$65,000

* 1. **Total Score**

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

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 in accordance with the provisions of the RFP, the General Terms and Conditions, the offer of the successful Contractor contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Contractor to the provisions or terms and conditions of the RFP or the General Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Contractor’s objection or amendment in writing.

The Contract terms and conditions in this Section 6 and the General Terms and Conditionswill be incorporated into the Contract. The General Terms and Conditionsmay be supplemented at the time of contract execution and are provided to enable Contractors to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Contractor.

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

The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Contractor or to negotiate Contract terms with the successful Contractor if the best

* 1. **Contract Length**

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

* 1. **Insurance**

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

| Type of Insurance | Limit | Amount |
| --- | --- | --- |
| General Liability (including contractual liability) written on an occurrence basis | General AggregateProducts – Comp/Op  AggregatePersonal injuryEach 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 OccurrenceAggregate | $1 Million$1 Million |
| Property Damage | Each OccurrenceAggregate | $1 Million$1 Million |
| Workers Compensation and Employer Liability | As Required by Iowa law | A required by Iowa law |

**6.4 Independent Service Provider Clause**

The contract will include the following statement, as well as other requirements:

The status of the Service Provider shall be that of an independent contractor. The Service Provider, its employees, agents, and any subcontractors performing under this contract are not employees or agents of the State of Iowa or any agency, division, or department of the state. Neither the Service Provider nor its employees shall be considered employees of the DSC or the State of Iowa for federal or state tax purposes. The DSCWQ will not withhold taxes on behalf of the Service Provider (unless required by law).

**6.5 Contract Negotiations**

A draft contract will be submitted by the DSCWQ to the service provider for their review and comment. Once a mutually acceptable contract is completed, the contract will be entered by both parties and work is to begin on January 1, 2019. If for some reason the terms and conditions of the contract cannot be negotiated successfully, the DSC will issue a letter stating that it is ending contract negotiations and will then begin contract negotiations with the service provider who submitted the proposal with the next highest ranking.

**Attachment # 1**

**Certification Letter**

**Alterations to this document are prohibited, see section 2.14.14.**

[Date]

Michael L. Bourland, Issuing Officer

Iowa Department of Agriculture and Land Stewardship

Division of Soil Conservation and Water Quality

502 East 9th Stree

Des Moines, IA 50319

Re: WFS 18-1 - PROPOSAL CERTIFICATIONS

Dear Mr. Bourland;

I certify that the contents of the Proposal submitted on behalf of [**Name of Contractor]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (Contractor) in response to Iowa Department of Agriculture and Land Stewardhsip for RFP WFS-18-1 for WFS Field Support 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 consultant to the Agency or with any person serving as a member of the evaluation committee.

2. The Proposal has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.

3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to Agency’s issuance of the Notice of Intent to Award the contract.

4. No attempt has been made or will be made by Contractorto 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 Contractornor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

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

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

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(4) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires 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 423*; 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(47) and (48)(2016)*.

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

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

**Name and Title of Authorized Representative Date**

**Attachment #2**

**Authorization to Release Information Letter**

**Alterations to this document are prohibited, see section 2.14.14.**

**[Date]**

Michael L. Bourland, Issuing Officer

Iowa Department of Agriculture and Land Stewardship

Division of Soil Conservation and Water Quality

502 East 9th Stree

Des Moines, IA 50319

Re: WFS 18-1 **-** AUTHORIZATION TO RELEASE INFORMATION

Dear Mr. Bourland:

**[Name of Contractor]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor)** hereby authorizes the Iowa Department ofAgriculture and Land Stewardship ("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 WFS 18-1.

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,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

**Name and Title of Authorized Representative Date**

**Attachment #3**

**Form 22 – Request for Confidentiality**

***SUBMISSION OF THIS FORM 22 IS REQUIRED***

***This Form 22 (Form) must be completed and included with your PROPOSAL.*** ***ThIS Form 22 is required whether THE PROPOSAL does or does not contain information for which confidential treatment will be requested. Failure to submit a completed Form 22 WILL result in the Proposal TO BE considered non-responsive and eliminated from evaluation. Complete PART 1 of this form 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. Complete PART 2 of this form 22 if PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.***

1. **Confidential Treatment Is Not Requested**

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

1. **Confidential Treatment of Information is Requested**

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

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

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

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

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

**Part 1 – No Confidential Information Provided**

**Confidential Treatment Is Not Requested**

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company RFP Number RFP Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (required) Title Date

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

**Part 2 - Confidential Treatment is Requested**

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

**NOTE:**

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

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

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| RFP Section: | Respondent must cite the specific grounds in *Iowa Code Chapter 22* 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.***

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Company RFP Number RFP Title

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Signature (required) Title Date

**Attachment #4**

**Response Check List**

|  |  |  |
| --- | --- | --- |
| **RFP REFERENCE SECTION** | **RESPONSE INCLUDED** | **LOCATION OF RESPONSE** |
| **Yes** | **No** |
| 3. Number of Copies of the Proposal |   |   |   |
| 3. One (1) Public Copy with Confidential Information Excised |   |   |   |
| 3. Transmittal Letter |   |   |   |
| 3. Vendor Background Information |  |  |  |
| 3. Experience  |  |  |  |
| 3. Personnel  |  |  |  |
| 3. Financial Information  |  |  |  |
| 3. Acceptance of Terms and Conditions |   |   |   |
| 3. Certification Letter |   |   |   |
| 3. Authorization to Release Information |   |   |   |
| 3. Firm Proposal Terms |  |  |  |
| 3. Cost Proposal (in separate envelope) |  |  |  |
| 4. Mandatory Specifications |   |   |   |
| 4. Scored Technical Specifications |   |   |   |
| Form 22 – Request for Confidentiality |   |   |   |
|  |   |   |   |
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