

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	RBCA 2109-01 Environmental Support Services		RFP Number:	RBCA 2109-01
Board:	Iowa Comprehensive Petroleum Underground Storage Tank Fund Board			
State seeks to purchase:	Environmental Contractor Services for UST investigations	Available to Political Subdivisions?	No	
Number of mos. or yrs. of the initial term of the contract:	24 Months	Number of possible annual extensions:	4	
Initial Contract term beginning:	Date: January 15, 2022	Ending:	Date: January 14, 2024	
State Issuing Officer:				
Name: James Gastineau, Administrator, Iowa Comprehensive Petroleum UST Fund Program				
Phone e-Mail and Fax: (T) 515-725-8450, (F) 515-725-8202				
Mailing Address: Iowa Comprehensive Petroleum Underground Storage Tank Fund Program 502 E. 9th Street Des Moines, IA 50319				
PROCUREMENT TIMETABLE—Event or Action:			Date/Time (Central Time):	
State Posts Notice of RFP on TSB website			Date: 09/07/2021, 4:00 p.m.	
State Issues RFP			Date: 09/09/2021, 4:00 p.m.	
RFP written questions, requests for clarification, and suggested changes from Contractors due:			Date: 9/23/2021, 4:00 p.m.	
Board's written response to RFP questions, requests for clarifications and suggested changes due:			Date: 9/30/2021	
Proposals Due Date:			Date: 10/27/2021	
Proposals Due Time:			Time: 3:00 p.m.	
Anticipated Date to issue Notice of Intent to Award:			Date 12/14/2021	
Anticipated Date to execute contract:			Date: 01/15/2022	
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:				
Number of Copies of Proposals Required to be Submitted: 1 original & 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:				120 Days

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SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Contractors to provide the Iowa Comprehensive Petroleum Underground Storage Tank Fund Board (Board) professional and technical environmental support services as described herein.

The intent is to retain on an *as-needed basis* two Contractors to provide environmental consulting services to assess underground storage tank sites which have been issued a No Further Action certificate in accordance with Iowa Code 455B.474 but where the Department of Natural Resources has identified conditions which may present an unreasonable risk to public health and safety or the environment. The work required will vary on a site by site basis and may include assessment and corrective action activities.

The Board intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the Board, in its sole discretion, may extend the Contract(s) up to the number of annual extensions identified on the RFP cover sheet. Any contract resulting from the RFP shall not be an exclusive contract.

This is a continuation of services provided for this purpose. Previously issued contracts expire 01/15/2022. Continuation of services will be required for LUST sites previously identified.

1.2 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 Proposals in response to this RFP.

“Administrator” means the Iowa comprehensive petroleum underground storage tank fund board administrator as provided in Iowa Code section 455G.5.

“Board” means the Iowa comprehensive petroleum underground storage tank fund board as provided for in Iowa Code section 455G.4.

“Department” means the Iowa Department of Natural Resources

“General Terms and Conditions” shall mean 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 specifications of the Contract. In determining whether a Contractor is a Responsible

Contractor, the Board 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 Board 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 Board 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.

"UST" means Underground Storage Tank

"LUST" means Leaking Underground Storage Tank

"RBCA" means the Risk Based Corrective Action procedures described in 567 - Chapter 135 of the Iowa Administrative Code.

"Certified groundwater professional" means a person certified pursuant to 1995 Iowa Code section 455G.18 and 567—Chapter 134.

1.3 **Overview of the RFP Process**

Contractors will be required to submit their Proposals in hardcopy. It is the Board'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 Board's benefit and is intended to provide the Board 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.

BACKGROUND INFORMATION:

Pursuant to Iowa Code 455G.9, the Board and the Department entered into a 28E agreement to provide for the assessment and corrective action at sites which have been issued a no further action certificate pursuant to Iowa Code section 455B.474 but for which the Department has identified conditions indicating that an unreasonable risk to public health and safety may still exist or that contaminant levels are greater than previously observed. Per that agreement, this RFP is issued with the purpose of selecting Contractors to complete the necessary services as described in Section 4 of this RFP.

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 a Notice of Intent to Award the Contract is issued.

2.2 Restriction on Communication

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

2.3 Downloading the RFP from the Internet

The RFP 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.

2.4 Procurement Timetable

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

2.5 Questions, Requests for Clarification, and Suggested Changes

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

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

2.6 Amendment to the RFP

The Board 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 Board issues an addendum after the due date for receipt of Proposals, the Board may, in its sole discretion, allow Contractors to amend their Proposals in response to the addendum.

2.7 Amendment and Withdrawal of Proposal

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

2.8 Submission of Proposals

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

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

2.9 Proposal Opening

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

2.10 Costs of Preparing the Proposal

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

2.11 No commitment to Contract

The Board 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 Board to award a contract.

2.12 Rejection of Proposals

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

- 2.12.1** The Contractor fails to deliver the cost proposal in a separate envelope.
- 2.12.2** The Contractor acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Contractor's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- 2.12.4** The Contractor's Proposal limits the rights of the Board.
- 2.12.5** 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.
- 2.12.6** The Contractor fails to timely respond to the Board's request for information, documents, or references.
- 2.12.7** The Contractor fails to include Proposal Security, if required.
- 2.12.8** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Contractor initiates unauthorized contact regarding the RFP with state employees.
- 2.12.11** The Contractor provides misleading or inaccurate responses.
- 2.12.12** The Contractor's Proposal is materially unbalanced.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Board from other sources) to satisfy the Board that the Contractor is a Responsive Contractor.
- 2.12.14** The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.12.15** The Contractor is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.
- 2.12.16** The Contractor has defaulted or had a similar contract terminated for cause in the last 24 months.

2.13 Nonmaterial Variances

The Board reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Board, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to: minor failures to comply that do not affect overall responsiveness,

that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the specifications of the RFP. In the event the Board 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 Board.

2.14 Reference Checks

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

2.15 Information from Other Sources

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

2.16 Verification of Proposal Contents

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

2.17 Proposal Clarification Process

The Board 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 Board 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 Board. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the Board within the time specified in the Board's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.18 Disposition of Proposals

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

2.19 Public Records and Requests for Confidential Treatment

The Board will treat all information submitted by a Contractor as public records unless the Contractor properly requests that specific parts of the Proposal be treated as confidential at the time of submitting the Proposal. The Board'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 Board will copy and produce public records as required to comply with Chapter 22 or other applicable law.

Any request for confidential treatment of specific information must be included in the transmittal letter with the Contractor's Proposal. In addition, the Contractor must enumerate the specific grounds in *Iowa Code Chapter 22* or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Contractor to respond to any inquiries by the Board concerning the confidential status of the materials.

Any Proposal submitted which contains information for which Contractor is requesting Confidential treatment must be conspicuously marked by the Contractor on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. **Failure to properly identify specific information as confidential shall relieve Board or State personnel from any responsibility if confidential information is viewed by the public or a competitor, or is in any way released. If the Contractor identifies its entire Proposal as confidential, the Board may reject the Proposal as non-responsive.**

If the Contractor designates any portion of its Proposal as confidential, the Contractor must submit a copy labeled as "Public Copy" from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

If Board receives a request for information that includes information Contractor has marked as confidential, Board will give written notice to the Contractor at least seven calendar days prior to the release of the information to allow the Contractor to seek injunctive relief pursuant to Section 22.8 of the Iowa Code. After seven calendar days, the Board will release the information marked confidential unless a court of competent jurisdiction determines the information is confidential under Iowa Code Chapter 22 or other applicable law.

The Contractor's failure to request confidential treatment of material will be deemed a waiver of any right to confidentiality the Contractor may have had.

2.20 Copyright Permission

By submitting a Proposal, the Contractor agrees that the Board 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 Board shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.21 Release of Claims

By submitting a Proposal, the Contractor agrees that it will not bring any claim or cause of action against the Board based on any misunderstanding concerning the information provided in the

RFP or concerning the Board's failure, negligent or otherwise, to provide the Contractor with pertinent information in this RFP.

2.22 Evaluation of Proposals Submitted

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

2.23 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Contractors submitting a timely Proposal. 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 Board. If the successful Contractor fails to negotiate and deliver an executed Contract by that date, the Board, in its sole discretion, may cancel the award and award the Contract to the remaining Contractor the Board believes will provide the best value to the State.

2.24 No Contract Rights until Execution

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

2.25 Choice of Law and Forum

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

2.26 Restrictions on Gifts and Activities

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

2.27 No Minimum Guaranteed

The Board does not guarantee any minimum level of work under the Contract.

2.28 Appeals

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

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

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

- 3.1.1 The Contractor must submit 1 original Proposal and 3 copies. The Proposal shall be typewritten on 8.5" x 11" paper and sent in a 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: [RBCA 2109-01](#)

RFP Title: [Environmental Support Services](#)

[James Gastineau, Administrator](#)

[Iowa Underground Storage Tank Fund Program](#)

[502 E. 9th Street](#)

[Des Moines, IA 50319](#)

[Contractor's Name and Address]

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

- 3.1.2 If the Contractor designates any information in its Proposal as confidential pursuant to Section 2, the Contractor must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".
- 3.1.3 Proposals shall not contain promotional or display materials.
- 3.1.4 Attachments shall be referenced in the Proposal.
- 3.1.5 If a Contractor proposes more than one solution to the RFP specifications, each shall be labeled and submitted separately and each will be evaluated separately.

3.2 Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below:

3.2.1 Transmittal Letter (Required)

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

shall be included in the transmittal letter in accordance with the provisions of Section 2.

3.2.2 Table of Contents

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

3.2.3 Executive Summary

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

3.2.3.1 Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.

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

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

3.2.4 Technical Specifications

The Contractor shall provide a written narrative demonstrating the method or manner in which you propose to satisfy the requirements of the scope of work described in Section 4 of the RFP. Provide a sequential step-by-step description of tasks or events that are proposed to accomplish the scope of work. 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 Board may reject the Proposal.

3.2.5 Vendor 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 and any local addresses and phone numbers

3.2.5.2 Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company

3.2.5.3 State of incorporation, state of formation, or state of organization.

3.2.5.4 The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor's performance under the terms of this RFP

3.2.5.5 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 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 goods and/or services the subcontractor would perform.
- 3.2.5.10** Contractor's accounting firm
- 3.2.5.11** The successful Contractor will be required to register to do business in Iowa before payments can be made. For vendor registration documents, go to:
http://das.gse.iowa.gov/procurement/vendor_reg.html

3.2.6 Experience

The Contractor must provide the following information regarding its experience:

- 3.2.6.1** Number of years in business.
- 3.2.6.2** Number of years' experience with providing the types of goods and/or services sought by the RFP.
- 3.2.6.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 3.2.6.4** A list of all goods and/or services similar to those sought by this RFP that the Contractor has provided to other businesses or governmental entities.
- 3.2.6.5** Letters of reference from three (3) of the bidder's previous clients knowledgeable of the bidder's performance in providing services similar to those sought in this RFP, including a contact person, telephone number, and electronic mail address for each reference. It is preferred that letters of reference are provided for services that were procured in a competitive environment. Persons who are currently employed by the State, or who have been employed by the State in the past 3 years, are not eligible to be references.
- 3.2.6.6** Information on three (3) reference projects that the Contractor's key personnel have completed similar to the services described in this RFP. The project information must include client name, contact person, and telephone number; project description and location; description of services provided and budget performance; key personnel involved, and include a listing of subcontractors employed.

3.2.7 Personnel and Equipment

The Contractor must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP; at least one of the key personnel must be an Iowa Certified Groundwater Professional. The following information must be included in the resumes:

3.2.7.1 Full name

3.2.7.2 Education

3.2.7.3 Years of experience and employment history particularly as it relates to the specifications of the RFP

3.2.7.4 Tables of Organization that illustrate the lines of authority in two tables; one showing the Contractor's overall operations and one showing staff who will provide services under the RFP

3.2.7.5 Provide similar information for each subcontractor to be utilized, if any are known. All subcontractors will be subjected to pre-approval prior to providing any services under a contract, if awarded. Laboratories must be certified by the Iowa Department of Natural Resources.

3.2.7.6 Provide the geographic location of facilities for personnel, equipment, and other resources (i.e., state certified lab, drilling contractors, etc.) needed for the successful completion of assigned work. The Contractor must also provide a description of the sampling, detection, and other technical equipment on-hand that is available or which can be obtained as needed to do the required work, and experience that clearly demonstrate its ability to successfully complete the services stated.

3.2.8 Financial Information

The Contractor must provide a minimum of three (3) financial references

3.2.9 Termination, Litigation, Debarment

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

3.2.9.1 Has the Contractor had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.

3.2.9.2 Describe any damages or penalties assessed against or dispute resolution settlements entered into by Contractor under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

- 3.2.9.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.
- 3.2.9.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party.
- 3.2.9.5** Any irregularities discovered in any of the accounts maintained by the Contractor on behalf of others. Describe the circumstances and disposition of the irregularities.

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

3.2.10 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.

3.2.11 Certification Letter

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

3.2.12 Authorization to Release Information

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

3.2.13 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 120 days following the deadline for submitting Proposals.

3.3 Cost Proposal

The Contractor shall prepare and submit a Cost Proposal which shall include the Contractor's Schedule of Costs and Fees for typical environmental work that may be associated with the

services described in this RFP or those services not identified in this RFP but which may be necessary for completion of the contract requirements. The schedule shall include a listing of standard rates and reimbursable expenses or fees that are expected to be paid by the Board. These are all subject to review, negotiation and a maximum, as agreed. The Schedule of Costs and Fees will be used as a starting point for Service Agreement negotiations.

Clarification of information submitted or additional comment requests based on the scope of work will be the responsibility of the Contractor without additional compensation. All tasks that require the Contractor to obtain permits, licenses or other authorization as necessary will be the responsibility of the Contractor. The Department will obtain necessary access to the site to perform the requested assessment and corrective action activities; the Contractor will be asked to secure access to off-site properties as necessary. The bidder warrants all activities will comply with Department and industry standards.

3.3.1 General Pricing

Work on each assigned project will be performed on a task specific basis, and a total "not to exceed" limit. Pricing for any additional work, if requested, will be based on the Contractor's Schedule of Costs and Fees and general pricing as presented on Exhibit A.

The prices submitted on Exhibit A are a partial listing of those services anticipated necessary to complete the scope of work for this RFP. Your proposal will be evaluated per Section 5 of this RFP based upon the rates provided, rates for additional units, and total costs for the example site presented. Unit rates will be applied to the number of samples, borings, wells, and soil/gas points, etc., necessary. Your cost proposal must include all services necessary to satisfy the contract requirements. For purposes of evaluation, each bidder should note the following costs in their proposal:

- 1) Project Management / Project Review: Includes all staff and supervisory time to collect, review and assimilate historical site information to assess historical conditions and plan scope of work to evaluate current conditions. Work will be performed at the onset of project assignment.
- 2) Report Preparation Costs - General: Includes all staff and supervisory time to collect, review and assimilate information into necessary reports to comply with requirements of 567 IAC 135 and Department guidance documents. Costs must include services to address all sources, chemicals of concern, receptors, pathway evaluations, regulatory communications, mapping and evaluation of data. A minimum of two (2) copies of each report will be required to be submitted in a hardcopy format; an electronic copy in Adobe PDF format will also be required.
- 3) Mobilizations: Includes all costs to mobilize personnel to a site for field activities including receptor surveys, sampling activities, boring and monitoring well installations, and other activities as may be requested by the Department and Board.

- 4) Receptor Surveys: Includes all technical and supervisory staff and equipment necessary to conduct telephonic, computer and field surveys, analysis, sampling, monitoring, and inspections sufficient to identify and evaluate each potential or actual receptor of concern in a project area.
- 5) Pathway Evaluation Costs: Includes all technical and supervisory staff and equipment necessary to conduct field surveys, analysis, sampling, monitoring, and inspections sufficient to evaluate each pathway of the 7 pathways specified in rule [IAC 567-Chapter 135.12] and all receptors on a per pathway basis.
- 6) Borings: Includes all technical and supervisor staff and equipment to properly install, log, sample and abandon each soil or rock boring, including obtaining permits, utility locates, accurate surface and groundwater elevation surveys, appropriate cuttings disposal and surface restoration, on a per boring basis, assuming 25 ft. deep borings and a per foot basis for depths greater than 25 ft.
- 7) Monitoring Wells: Includes all technical and supervisory staff and equipment to properly install a boring and convert said boring into a monitoring well, including the completion of monitoring well construction diagrams documenting well construction, static water level, well development, proper disposal of cuttings and purge water, soil sample collection, and a weather sealed locking cap, on a per well basis, assuming a 25 ft. depth basis and a per foot basis for depths greater than 25 ft.
- 8) Sampling and Analysis: Includes all technical and supervisory staff and equipment to properly measure soil sampling depths, static water levels, purge wells and dispose of purge water, take necessary samples, including QA/QC, shipping, and conduct necessary analytical measurements. Analytical analyses may include Iowa Methods OA-1, OA-1 with MTBE, and OA-2.
- 9) Sampling from Water Lines, Drinking Water Wells or Non-drinking Water Wells: Includes all technical and supervisory staff and equipment to access receptor, measure static water levels, purge wells and dispose of purge water, take necessary samples, including QA/QC, shipping, and conduct necessary analytical measurements. Analytical analyses may include Iowa Methods OA-1, OA-1 with MTBE, and OA-2.
- 10) Soil Gas Points: Includes all technical and supervisory staff and equipment necessary to properly install a 10 foot deep soil gas well, including obtaining permits, site access, and utility locates on a per well basis.
- 11) Soil Gas Sample: Includes all technical and supervisory staff and equipment to properly obtain soil gas samples, including QA/QC, shipping, and conduct necessary analytical measurements, per sample.
- 12) Hydraulic Conductivity Testing: Includes all technical and supervisory staff and equipment to properly determine the hydraulic conductivity of the subsurface material in accordance with Department RBCA guidance, on a per well basis.

- 13) Well abandonment: Includes all technical and supervisory staff and equipment to properly abandon a monitoring well in accordance with IAC 567-Chapter 39, and complete an Abandoned Water Well Plugging Record (DNR Form 542-1226), on a per well basis.
- 14) NFA certificate Request. Includes all technical and supervisory staff time to provide a letter with the appropriate site legal description seeking a NFA certificate. The request does not include filing of the certificate.
- 15) Material and Equipment: Materials to be acquired for the performance of this work must be identified and priced to a reasonable level of detail. Equipment to be used must also be identified, and if use charges are to be assessed against the Board, the age and condition of the equipment must be described.

The agreed final cost of each assigned project will be the firm fixed cost for the project. Should the Board, Department or Contractor request additional work, the Board, prior to initiation of the activity must give change order authorization in writing. Prices as used herein shall fix the level of additional compensation that will be paid for the duration of the contract. Only additions confirmed by a pre-approved written change order will be allowed.

All costs, including subcontractors, independent contractors or other parties providing service or products required by the Scope of Work, shall be included.

The Contractor shall without additional compensation, correct or revise any errors, omissions or other deficiencies in the Contractor's designs, drawings, specifications, and reports if deemed necessary by Department or the Board to satisfactorily complete each submitted project report.

4.1 Overview

The Iowa Comprehensive Petroleum Underground Storage Tank Fund Board (Board) in conjunction with the Iowa Department of Natural Resources (Department) invite environmental consulting firms to submit a proposal to provide professional and technical environmental support services. The purpose of this Request for Proposals is to retain on an as-needed basis, two environmental firms to provide environmental consulting services to assess underground storage tank sites which have been previously issued a No Further Action certificate in accordance with state regulations in an effort to assist the Department in determining if petroleum contamination from the release in question presents an unreasonable risk to public health and safety. The work tasks may extend into corrective action activities if deemed warranted.

4.2 Scope of Work / Services to be Provided

The Board and Department will identify project sites on an as-needed basis and will in conjunction with a contractor develop a site-specific scope of services to assess the presumed risk at a project site. Technical information concerning the project sites will be available at the DNR's Record Center, 502 E 9th St, Des Moines (5th floor). Tasks performed must be completed in accordance with DNR regulations. All activities must comply with applicable DNR rules and the most recent guidelines as provided in Iowa Administrative Code (IAC) 567- Chapter 134 and Chapter 135, and as identified in the DNR documents entitled "Tier 1 Guidance"; Tier 2 Site Cleanup Report Guidance"; and all RBCA updates and web postings.

Work tasks under this contract may include, but are not limited to:

- Tier 1 and Tier 2 RBCA Activities
- Site Monitoring Activities
- Free Product Assessment and Recovery
- Corrective Action Design Report, Development and Implementation

The scope of work and required completion schedules will vary with each project assignment. The duration of each assignment will vary depending on the complexity of the individual project. The Contractor selected for an assignment shall be prepared to complete all work required in accordance with Federal, State, and local requirements and obtain Board approvals, as necessary, and in a timely manner.

Time extensions must receive prior approval from the Department and the Board. Good faith efforts will be considered when granting extensions. Adherence to scheduled start-up duties for individual tasks and early detection of potential delays will be considered when determining good faith efforts. Should the Board determine good faith efforts were not used, liquidated damages of **\$250** for each day after the task was scheduled to be completed shall be imposed.

The **liquidated damages** approximate the reasonable amount of damages to this project anticipated by the Board for delays in not completing the required work on time.

The tasks to be performed must be supervised by an Iowa Certified Groundwater Professional. An Iowa Certified Groundwater Professional (CGWP) is required to be on the Contractor's staff as a key person and is expected to complete work or provide direct oversight of projects under this contract. Failure to maintain a CGWP on staff will result in cancellation of any remaining portion of the contract.

There is no defined schedule for the work to be assigned or completed and the Contractor must remain flexible and tolerant of change. Services can vary significantly from month to month. In some months little or no work will be required. However, the Contractor must be available to provide professional and field services without delay when requested to do so by the Board.

Knowledge, Abilities, Skills, and Personal Characteristics

The Contractor must provide key personnel and these individuals must have the following qualifications to perform the duties of the RFP:

Knowledge of Department methods and procedures for investigation and evaluation of leaking UST sites (reference Iowa Administrative Code 567 – Chapter 135)

Knowledge of petroleum products and their environmental interactions and persistence, and the toxic or hazardous properties of chemicals likely to be encountered.

Knowledge of remedial technologies and methods capable of removing petroleum constituents from soil and groundwater.

Knowledge of the installation and operation of mechanical in-situ remediation systems and free product recovery systems.

Ability to evaluate the feasibility of selected corrective action alternatives and project long-term costs associated with those technologies.

Education, Experience and Special Requirements

The Contractor must have on its staff at least one (1) person who is a certified Iowa groundwater professional, with an educational background or strong experience (more than 5 years) in environmental assessment and remediation projects. Education in Hydrogeology or certification as a PE or EIT is a plus. The Contractor must confirm that all field personnel meet minimum OSHA training requirements for the work that is to be performed.

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

5.2 Evaluation Committee

The Board will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The Board will use an evaluation committee to review and evaluate the Proposals. The evaluation committee will recommend an award based on the results of their evaluation.

5.3 Technical Proposal Evaluation and Scoring

Proposals received will undergo an initial review to determine whether the proposal contains sufficient technical and other information to permit a meaningful, comprehensive evaluation. If the proposal does not meet these requirements, the Contractor will be notified and informed of the reasons why the proposal cannot be considered further under this RFP.

After determining compliance with the requirements in this RFP, the Evaluation Committee shall conduct an evaluation of the technical merit of the proposals. Past performance of the Contractor and past experience with the key personnel may be considered when evaluating the proposals. The last phase of the technical evaluation will be the scoring of each qualified and compliant proposal in accordance with the evaluation criteria shown in Exhibit B.

Minor irregularities in proposals that are immaterial or inconsequential in nature may be waived wherever it is determined to be in Board's best interest.

5.4 Cost Proposal Scoring

After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored. The Cost Proposal will be evaluated for reasonableness for the costs provided. The Contractor's Cost Proposal will be used as a starting point for service agreement negotiations with the firms selected on the basis of their qualifications.

Cost proposals will be evaluated and awarded points as follows: unit prices for each of the items listed on Exhibit A will be utilized in an example site evaluation as described on Exhibit C. The proposal with the lowest cost will receive 25 points. The overall cost scores for the other compliant proposals will be awarded relative to all compliant proposals. An example of how the number of relative points may be awarded is as follows: the lowest bid will be used as the numerator with each of the other bids used as the denominator. The resulting percentage times the number of available points (25) can be the total score awarded for cost to compliant proposals. Points will be rounded to the nearest tenth of a point.

In addition to the points awarded for cost, the Contractor's cost proposal will be evaluated based on the extent to which the proposed costs are perceived to be realistic and reasonable.

5.5 Final Ranking and Selection

The Evaluation Committee will tabulate the scores provided from the review of qualifications, references, and costs to be used as the basis for selection and firms will be ranked for Service Agreement negotiations. The Evaluation Committee will rank all firms considered to be the most qualified to provide environmental support services on an as-needed basis.

The Evaluation Committee will prepare a recommendation to the Board indicating the committee's choices. This recommendation may include, but is not limited to, the name of one or more Contractors recommended for selection or a recommendation that no Contractor be selected. The Board will select the Contractors to receive the award(s). The Board is not bound by the committee's recommendation.

The Board will then negotiate a Service Agreement with each selected Contractor. The Board's standard Contractor Service Agreement will be provided to the selected Contractor(s). If an agreement cannot be reached after a reasonable period of time, as determined by Board, then Board will terminate negotiations with the selected Contractor firm and negotiations may be opened with the next ranking environmental firm.

The prospective firm will be advised that the Contractor Service Agreement will not be in force until it is fully executed by the Board and upon certification that any insurance requirements have been satisfied. The Administrator will issue a "Notice to Proceed" once these requirements have been met.

5.6 Specific Project Assignments and Task Orders

The Board does not guarantee that any specific project assignment will be made, and reserves the right to unilaterally make specific project assignments as the A deems prudent. Once the Contractor Service Agreements have been executed, the selection of one firm versus another firm from the available Contractors for a specific project assignment will be at Board's discretion and will be based upon certain considerations including, but not limited to, the availability of support personnel and equipment, relevant appropriate previous experience, Contractor's prior involvement with the project site and location of Contractor in relation to project. For any specific project assignment, the key qualified personnel identified in the technical proposal shall be utilized.

At the time of the specific project assignment, the Department will provide the relevant background information. The Department and Board will negotiate/discuss appropriate scope of work with the Contractor. In turn, the selected Contractor will prepare and submit a site specific project assignment scope of work, cost proposal and schedule. The Contractor will also delineate any perceived special conditions associated with the specific project assignment. The selected Contractor's scope of work, cost proposal, and schedule will be used as the starting point for negotiating a specific project assignment Task Order. If a negotiated Task Order, acceptable to the Board, cannot be reached in a reasonable period of time, then the Board will cease negotiation with the selected Contractor and negotiate with another Contractor from the available pool of Contractors. This process will be repeated, if necessary, until a specific project

assignment Task Order, acceptable to the Board, is negotiated. The prospective Contractor will be advised that the Task Order will not be in force until approved. The Contractor shall perform services as requested by the Department and Board, only after receipt of a fully executed Task Order and the Administrator has issued a written "Notice to Proceed."

SECTION 6 CONTRACTUAL TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

The Contract that the Board 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 Board. 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 the Board has explicitly accepted the Contractor's objection or amendment in writing.

The General Terms and Conditions will be incorporated into the Contract. The General Terms and Conditions may be supplemented at the time of contract execution and are provided to enable 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 Board may reject the Proposal, in its sole discretion.

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

6.2 Contract Length

The term of the Contract will begin and end on the dates indicated on the RFP cover sheet. The Board 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.

6.3 Insurance

Prior to the start of work and at all times during the work progress, the Contractor shall purchase and maintain with insurance companies in good standing and lawfully authorized to do business in Iowa, such insurance as will protect the Contractor from liability and claims for injuries and damages which may arise out of or result from the Contractor's operations, whether such

operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

For the further protection of the Contractor and the Board, but without restricting or waiving any obligations of the Contractor herein contained, the Contractor shall insure the risks associated with this Agreement with minimum coverages and limits as set forth below:

- A. Workers' Compensation Insurance and Occupational Disease Insurance in accordance with statutory requirements of the state of Iowa.
- B. Employers' Liability Insurance with limits of not less than:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Policy Limit
Bodily Injury by Disease	\$1,000,000	Each Employee
- C. Commercial General Liability Insurance, written on an Occurrence Basis, with limits of \$1,000,000.00 per occurrence / \$2,000,000 aggregate for Bodily Injury, Property Damage and Personal Injury, including the following coverages:
 - a. Premises and Operations Coverage
 - b. Independent Contractor's Coverage
 - c. Contractual Liability covering liabilities assumed under this Contract.
 - d. Products and Completed Operations Coverage
 - e. Coverage for explosion, collapse, and underground (X.C,U) perils
 - f. Broad Form Property Damage Liability endorsement
 - g. Personal Injury Liability, including Contractual
- D. Comprehensive Automobile Liability Insurance covering owned, hired and non-owned vehicles, with limits of \$1,000,000.00 per occurrence Bodily Injury and Property Damage combined single limits, including Sudden and Accidental Pollution Liability, as appropriate.
- E. Contractors Pollution Legal Liability with a limit of \$1,000,000 each occurrence /aggregate, covering on-site and off-site environmental impairment arising out of operations associated with this Agreement. If this coverage is written on a "Claims Made" basis, Contractor shall maintain this insurance, or a provision for extended period for the reporting of claims ("tail" coverage) for a minimum period of five years after the completion of work under this Agreement.
- F. Professional Liability Insurance with a minimum limit of \$1,000,000.00 each occurrence/aggregate to provide coverage for claims arising out of the performance of professional services under this Agreement and caused by any error, omission, breach or negligent act for which the Contractor is held liable. If this coverage is written on a "Claims Made" basis, Contractor shall maintain this insurance, or a provision for extended period for the reporting of claims ("tail" coverage) for a minimum period of five years after the completion of work under this Agreement.

- G. Umbrella or excess liability insurance with limits of \$1,000,000 per occurrence/aggregate, which will apply excess of the limits specified for the coverages in paragraphs B, C & D above.

The Contractor shall, on or prior to the date Work commences, deliver to the Board certificates of insurance evidencing valid coverage in effect as specified above. All of the above-described insurance policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against the Board or the State of Iowa.

With the exception of Workers' Compensation and Professional Liability policies, the Iowa Comprehensive Petroleum Underground Storage Tank Board and the State of Iowa shall be named as Additional Insureds in each of Contractor's insurance policies. All coverages required to be carried by Contractor shall be specifically primary as respects any insurance or self-insurance programs carried by the protected parties.

All policies required shall contain provisions that no cancellation or material changes in the policies shall become effective except upon sixty (60) days' written notice thereof to the Board. The Contractor shall not cancel or make any material change in any such policies without the prior written consent of the Board. For those insurance coverages whereby the Board is required to be named as an additional insured, the Contractor shall at any time requested by the Board prior to, or during the term of this Agreement, deliver to the Board certified copies of any and all insurance policies so requested. Further, should a loss arise after final acceptance that may give rise to a claim against the Contractor, the Board or any Additional Insured herein, the Contractor shall deliver to the Board, or shall cause the Contractor's insurers or agents to deliver, certified copies of the policies maintained during the term of the Work or this Agreement, if so requested by the Board.

Should the Contractor fail to provide or maintain any of the insurance coverages required, the Board shall have the right, but no obligation, to obtain and maintain such coverage, or coverage affording equivalent protection, at the Contractor's expense, either by direct charge or set-off.

The insurance are minimum acceptable coverages and limits, and the Board does not represent that the insurance coverages specified, whether in scope of coverage or amounts of coverage, are adequate to protect and fulfill the obligations of the Contractor. The Contractor shall be solely responsible for any deficiencies thereof. Nothing in this Section shall be deemed to limit the Contractor's liability. Contractor shall assume any and all deductibles in the above-described insurance.

6.4 **Quarterly Report**

The Contractor shall provide a quarterly report detailing site work to the Board and to the Department on all sites assigned to the Contractor under this agreement. The report file format shall be Microsoft Excel compatible format; a template will be provided.

**Attachment # 1
Certification Letter**

Alterations to this document are prohibited, see section 2.12.14.

October 27, 2021

James Gastineau, Issuing Officer
Board
Iowa Comprehensive Petroleum Underground Storage Tank Fund Program
502 E. 9th Street
Des Moines, IA 50319

Re: RBCA 2109-01 - PROPOSAL CERTIFICATIONS

Dear James Gastineau:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]**_____ (Contractor) in response to Board for RBCA 2109-01 for Environmental 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 Board 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 Board'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 Board or any other State Board 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 Board or State Board; (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 Board 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 Board 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) (2011)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state Board 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 Board 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 Board or its representative filing for damages for breach of contract in addition to other remedies available to Board.

Sincerely,

[Name and Title]

Attachment #2
Authorization to Release Information Letter

Alterations to this document are prohibited, see section 2.14.15.

October 27, 2021

James Gastineau, Issuing Officer
Board
Iowa Comprehensive Petroleum Underground Storage Tank Fund Program
502 E. 9th Street
Des Moines, IA 50319

Re: RBCA 2109-01 - AUTHORIZATION TO RELEASE INFORMATION

Dear **Name of Issuing Officer**:

[Name of Contractor]_____ **(Contractor)** hereby authorizes the **Board** ("Board") 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 RBCA 2109-01.

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 Board, 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 Board or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

The Contractor authorizes representatives of the Board 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 Board 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
Checklist of Submittals**

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
3.1.1. Number of Copies of the Bid Proposal			
3.1.2. 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 Technical Specifications			
3.2.5 Vendor Background Information			
3.2.6 Experience			
3.2.7 Personnel & Equipment			
3.2.7.5 Subcontractors			
3.2.8 Financial Information			
3.2.9 Termination, Litigation, Debarment			
3.2.10 Acceptance of Terms and Conditions			
3.2.11 Certification Letter			
3.2.12 Authorization to Release Information			
3.2.13 Firm Proposal Terms			

ATTACHMENT # 4
Exhibit A
Schedule of Costs and Fees

Payment Terms

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

Cost Proposal

The Contractor shall prepare and submit a Cost Proposal to include the Contractor’s Schedule of Costs and Fees for typical environmental work as described in Section 3.3.1 that may be associated with the services described in this RFP or those services not identified in this RFP but which may be necessary for completion of the contract requirements. The schedule shall include a listing of standard rates and reimbursable expenses or fees that are expected to be paid by the Board and based on Net 60 Days Payment Terms. These are all subject to review, negotiation and a maximum, as agreed. The Schedule of Costs and Fees will be used as a starting point for Service Agreement negotiations.

- 1. Project Management Time / Project Review (per site) _____
- 2. Report Costs (completed per Iowa DNR, Chapter 135 requirements)
 - (a) RBCA Tier 1 _____
 - (b) RBCA Tier 2 (1st report) _____
 - (c) Revised Tier 2 SCR (subsequent report) _____
 - (d) Site Monitoring Report (1st report for site) _____
 - (e) Site Monitoring Report (subsequent report) _____
 - (d) Free Product Assessment Report _____
 - (e) Free Product Recovery & Reporting:
 - 1. Mobilization (per visit): _____
 - 2. Free Product measurement & recovery (per well) _____
 - 3. Disposal of water & free product (per gallon) _____
 - 4. Free Product Recovery Report (per report) _____
 - 5. Other costs (identify and explain) _____
- 3. Mobilization Costs
 - (a) Mobilization including mileage / vehicle for field staff _____
 - (b) Mobilization including mileage / vehicle for drilling rig & crew _____
- 4. Receptor Survey (Tier 1, Tier 2, SMR) _____
- 5. Pathway Evaluations (per pathway cost for Tier 1, Tier 2, SMR) _____
- 6. Soil Borings
 - (a) Soil boring cost, 25 ft. deep per borehole _____
 - (b) Additional cost per ft. for borings greater than 25 ft. deep _____

- 7. Monitoring Wells (inclusive of boring costs)
 - (a) Monitoring wells, 25 ft deep per well _____
 - (b) Additional cost per ft. for monitoring wells greater than 25 ft. deep _____

- 8. Well Abandonment _____
 - (a) Plugging costs for monitoring wells, up to 25 ft depth _____
 - (b) Plugging costs for vapor wells, up to 15 ft depth _____
 - (c) Completion of monitoring wells abandonment forms, per well _____
 - (d) No Further Action certificate request _____

- 9. Soil and Groundwater Sampling
 - (a) Groundwater sampling – collection and analytical costs
 - 1. Method OA-1, MtBE, per sample _____
 - 2. Method OA-1, per sample _____
 - 3. Method OA-2, per sample _____

 - (b) Soil sampling – collection and analytical costs
 - 1. Method OA-1, per sample _____
 - 2. Method OA-2, per sample _____

- 10. Sampling of receptors including water lines, drinking water wells, non-drinking water wells – collection and analytical costs
 - (a) Method OA-1, MtBE, per sample _____
 - (b) Method OA-1, per sample _____
 - (c) Method OA-2, per sample _____

- 11. Soil Gas Points @ 10 ft. per point _____
- 12. Soil Gas sampling – collection and analytical costs (NIOSH 1501), per sample _____
- 13. Hydraulic Conductivity Testing (per Department requirements), per test _____
- 14. Obtaining Access Agreements (e.g., DOT, neighboring properties) _____
- 15. Utility Notifications (if no RBCA report is completed) _____
- 16. Environmental Covenant (per EC) _____

- 17. Per diem for overnight stays: **Department of Administrative Services current in-state rates**

- 18. Iowa Groundwater Professional, hourly rate _____

Other Items (identify and explain when item applies)

EXHIBIT B
Criteria for Technical Evaluation

The following is a list of factors that will be considered in the technical evaluation of the proposals received.

Technical Proposal Rating Criteria	Weighting Factor
<p><u>Experience of the Personnel & Firm</u> Reviewers will evaluate the Contractor’s stated capabilities, history, recent and related experience, and expertise of the personnel. Emphasis will be placed on the qualifications of the key personnel (education, training & certifications), proposed relationships among all key personnel and support staff, and firm’s demonstrated working relationships with the Board and Department. Reviewers will also evaluate the Contractor’s general responsiveness to the RFP as set out in Sections 3 and 4. Specificity of actions, clarity of communication, and directness of approach will be considered. Reviewers will look for ample support within the proposal for all policy positions taken, technical approaches advocated, and assumptions made.</p>	20
<p><u>Similar Projects</u> Reviewers will evaluate the experience and reliability of the Contractor's firm and technical performance on similar, past projects with emphasis on those projects undertaken in the last three (3) years. Demonstration that the Contractor can draw on past experience directly in meeting the requirements of the proposed activities will be considered.</p> <p>The Contractor’s demonstrated record of timeliness, quality, and project management shall be considered. Reviewers will also look for evidence of experience of Contractor’s personnel. Strength of the capabilities in the oversight of project tasks must be described. The managerial experience of the project manager, and specific experience and competence, of the proposed staff must be included.</p>	30
<p><u>Reference Verification</u> Reviewers will evaluate the experience and reliability of the Contractor's firm and technical performance on similar, past projects.</p>	10
<p><u>Commitment to Project</u> The Contractor’s commitment to the proposed project in providing sufficient staff, equipment, resources, and management to ensure timeliness of work product will be considered.</p>	<u>10</u>
<p>TOTAL (Technical Proposal)</p>	70

Exhibit C

Criteria for Cost Evaluation

The following is a list of factors that specifically will be considered in the cost evaluation of the proposals received.

For the cost comparison evaluation, an example project will be considered using the costs identified in the Contractor’s Proposal, Exhibit A. The comparison will be based on the preparation of a Iowa RBCA Tier 2 SCR for a fictional “site”. The scope of work for the evaluation will consist of the following:

		Unit Rate	Units	Cost
Project Management / Review, 1 event	(Item 1)	_____	_____	_____
Personnel Mobilization, 1 event	(Item 3(a))	_____	_____	_____
Drill Rig Mobilization, 1 event	(Item 3(b))	_____	_____	_____
Receptor Survey, 1 event	(Item 4)	_____	_____	_____
Soil Borings (25 ft) x 4 borings	(Item 6(a))	_____	_____	_____
Monitoring Well Installation (25 ft) x 4	(Item 6(a))	_____	_____	_____
Soil Samples (OA-1) x 8	(Item 9(b)(1))	_____	_____	_____
Soil Samples (OA-2) x 8	(Item 9(b)(2))	_____	_____	_____
Personnel Mobilization, 1 event	(Item 3(a))	_____	_____	_____
Groundwater Samples (OA-1, mtbe) x 4	(Item 9(a)(1))	_____	_____	_____
Groundwater Samples (OA-2) x 4	(Item 9(a)(3))	_____	_____	_____
Off-site access requests, 2 properties	(Item 14)	_____	_____	_____
Sampling of water lines (OA-1, mtbe)	(Item 10(a))	_____	_____	_____
Hydraulic Conductivity Testing, 1 test	(Item 13)	_____	_____	_____
RBCA Tier 2 report	(Item 2(b))	_____	_____	_____
Site Monitoring Report	(Item 2(d))	_____	_____	_____
Plugging of monitoring wells (4 wells)	(Item 8(a))	_____	_____	_____
Well Abandonment Forms (4 wells)	(Item 8(c))	_____	_____	_____
NFA certificate request	(Item 8(d))	_____	_____	_____
Other items (identified by Contractor, itemized)		_____	_____	_____
				Total Cost: _____

The Board reserves the right to reject any proposal they feel contain excessive costs.

Cost Proposal Rating Criteria	Weighting Factor
Cost Comparison Evaluation	25
Extent to which the proposed cost is perceived to be realistic and reasonable	<u>5</u>
TOTAL (Cost Proposal)	30

