



# Request for Proposal

Climate Action Planning Assistance for the  
*East Central Iowa Climate Action Plan*

<b>RFP Release Date</b>	July 3, 2024
<b>Deadline to Submit Questions</b>	4 p.m., July 18, 2024
<b>Answers to Questions Posted</b>	1 p.m., July 25, 2024
<b>RFP Submittal Deadline</b>	1 p.m., August 8, 2024

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## SECTION I – SUMMARY

The East Central Iowa Council of Governments (ECICOG) seeks a consultant or team of consultants to provide assistance as we develop the *East Central Iowa Climate Action Plan*, a planning effort funded by the United States Environmental Protection Agency's (EPA) Climate Pollution Reduction Grants (CPRG) program. The CPRG program is designed to reduce greenhouse gas emissions and help advance the goals of the federal Justice40 Initiative.

ECICOG seeks assistance with the following elements of a Comprehensive Climate Action Plan (CCAP) in accordance with EPA requirements and guidance available [here](#):

- Comprehensive greenhouse gas (GHG) inventory by county for a six-county region
- Near-term (2030) and long-term (2050) GHG emissions projections by sector by county for a six-county region
- Near-term (2030) and long-term (2050) GHG emissions targets for the region
- Quantified GHG reduction measures (i.e. action steps) for all sectors
- Benefits analysis (co-pollutant reduction, public health outcomes, economic benefits, increased climate resilience, etc.) for GHG reduction measures
- Low-Income/Disadvantaged Communities specific benefits analysis for GHG reduction measures
- Workforce planning analysis
- Community engagement with stakeholders and low-income and disadvantaged communities
- CCAP document content development and design with assistance from ECICOG

ECICOG's regional Comprehensive Climate Action Plan (CCAP) is due to EPA by August 10, 2025. ECICOG plans to submit the plan no later than August 8, 2025.

The East Central Iowa Council of Governments (ECICOG) is an intergovernmental council established in 1973 under Chapter 28E and provided for under Chapter 28H of the Code of Iowa. Our mission is to help build vibrant, forward-thinking communities and a collaborative and resilient region. ECICOG's skilled staff has been providing innovative services across our region for nearly 50 years by leveraging state and local resources, promoting regional collaboration, planning for the future, and sharing technical skills.

ECICOG is the lead coordinating agency for the EPA's CPRG program's planning grant to the Cedar Rapids MSA and Iowa City MSAs, which include Benton, Iowa, Johnson, Jones, Linn, and Washington counties. To incorporate existing sustainability and climate action planning expertise within the region, ECICOG convened a technical advisory committee that includes the sustainability and climate action staff from Cedar Rapids, Iowa City, Johnson County, and Linn County.

The City of Cedar Rapids and City of Iowa City have existing climate action plans. Johnson and Linn counties each have a comprehensive plan that includes sustainability-related priorities and goals. The *East Central Iowa Climate Action Plan* is the first regional CCAP for the six-county region, and the contractor will need to assist ECICOG with the incorporation of existing plans into a CCAP that meets EPA requirements and diverse circumstances and priorities across the region.

ECICOG highly encourages partnerships among consultants to provide expert and locally relevant assistance with the diverse elements of a regional CCAP. Desired qualifications for a consultant or team of consultants include:

- Extensive knowledge of the GHG emissions inventory development process, including a solid understanding of the [EPA Local Greenhouse Inventory Tool](#) and a proven track record of delivering accurate and timely inventory reports.
- Extensive knowledge and experience in GHG emissions projections.
- Extensive knowledge and experience in setting GHG reduction targets.
- Ability to identify and quantify locally relevant GHG reduction measures.
- Extensive knowledge and experience in estimating costs to implement GHG reduction measures.
- Extensive knowledge and experience in analyzing workforce issues related to climate action.
- Prior experience working with regional and local governments and agencies to develop climate action plans.
- Prior experience facilitating a public outreach and engagement strategy that prioritizes equity and low-income and disadvantaged communities.
- Prior experience developing plan content and design elements.

If a team of consultants respond to this RFP, ECICOG expects a primary contractor to manage the team members as subcontractors. ECICOG will not contract with team members separately. Bidders must indicate which team member is the primary contractor. In addition, bidders using a team of consultants must clearly state which team member is responsible for each task in the Scope of Work.

## SECTION II – SCOPE OF WORK

### Task 1: Project Management

The contractor will convene an initial kick-off meeting, virtual or in-person, with ECICOG and the local technical advisory committee to:

- Review the scope of work
- Develop a shared understanding of project objectives and deliverables
- Review data needs and collaboratively identify available data sources and potential gaps
- Identify stakeholders and low-income and disadvantaged communities in the region
- Develop a shared understanding of how to engage stakeholders and communities most effectively
- Confirm project timelines and roles.

After the kick-off meeting, the contractor will continue to coordinate with ECICOG, including holding regular check-in virtual or other meetings. The contractor will provide progress reports that cover budget, timeline, and deliverables.

### Task 2: Develop and Facilitate Communication Plan

The contractor will develop a communication plan to inform the community about the East Central Iowa comprehensive climate action planning process and promote engagement in the planning process. ECICOG and the local technical advisory committee will review, provide edits, if needed, and approve the plan. The communication plan should include, but not be limited to, news releases, social media, coordination with existing government communication channels, and direct communication with key stakeholders and groups to increase familiarity with the CPRG planning process before outreach and engagement events take place. The contractor's communication plan should include storytelling and other communication methods to communicate how climate change impacts people in East Central Iowa and how climate action can create a better future. ECICOG staff and technical advisory committee members may be available to assist in direct communication with certain stakeholders in the region.

ECICOG has a project website through the Engagement HQ platform on [Bang the Table](https://www.talkto.ecicog.org/east-central-iowa-climate-pollution-reduction-grant) at <https://www.talkto.ecicog.org/east-central-iowa-climate-pollution-reduction-grant>. All information, documents, surveys, etc. that would typically be made available online will be posted to the project website by ECICOG. The contractor will be asked to provide basic content for the website including website banner, images, etc. for design consistency across the website and plan related documents. ECICOG will provide the contractor with limited access to the website platform to use tools and coordinate website management.

The contractor will be expected to track and report metrics for communication methods to assist ECICOG with EPA reporting requirements for the grants funding the development of the CCAP. Upon completion of the communication plan, the contractor must provide a final report summarizing the implementation of the plan (including metrics) and provide recommendations for continuing communication based on the successes and challenges encountered in the CCAP development process.

When responding to this RFP, bidders must provide a breakdown of proposed communication methods and metrics for tracking the success of the communication plan. Bidders should indicate if communication methods will vary across the six-county region

### Task 3: Develop and Facilitate Outreach and Engagement Strategy

The contractor will develop and facilitate an outreach and engagement strategy that includes the general public, stakeholders in each GHG sector (agriculture, commercial and residential buildings, transportation, industry and electricity generation, waste and materials management, wastewater, and natural and working lands (including sinks)), local governments, and low-income and disadvantaged communities throughout the six-county region. In consultation with ECICOG and the plan technical advisory committee, the contractor will identify key stakeholders in the region with the unique perspectives needed to create a regional CCAP for East Central Iowa.

The proposed outreach and engagement strategy will focus on learning stakeholder concerns and vulnerabilities regarding climate change, concerns and vulnerabilities regarding climate action, and preferred co-benefits of climate action (GHG reduction measures). Contractors may proposal additional information to learn from stakeholders that may support the development of the CCAP.

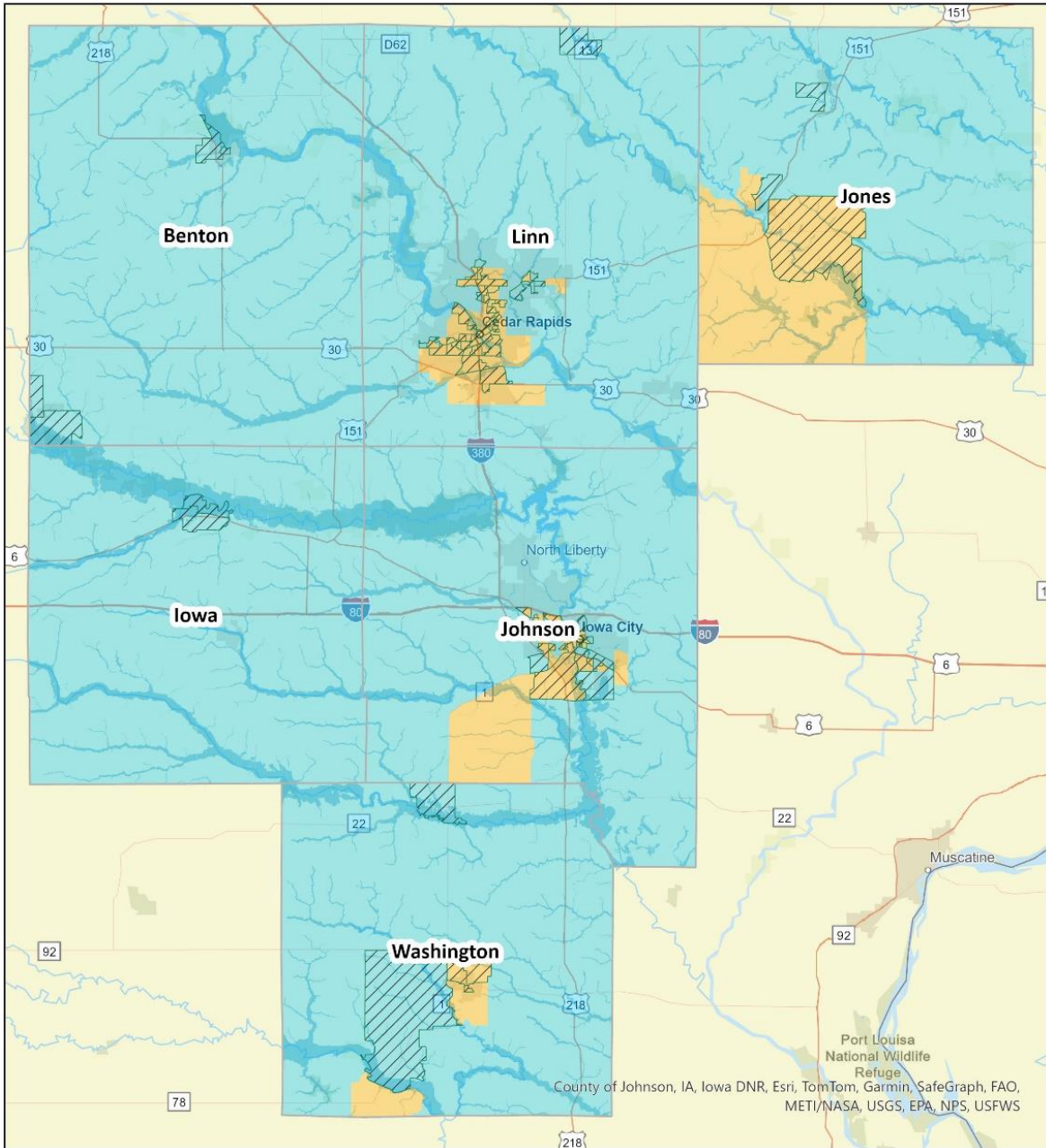
Outreach and engagement must occur throughout the six-county region. The contractor will be responsible for arranging, advertising, and facilitating events with limited support from local government staff. The outreach and engagement methods should include opportunities for in-person, virtual, and asynchronous participation. If surveys are proposed in the outreach and engagement strategy, the contractor must plan to collect and report demographics.

The proposed outreach and engagement strategy must focus on a wide demographic range in the six-county region with an opportunity for people of any age to provide input. The contractor must present information and solicit input in plain, concise language that is appropriate for the target audience.

The strategy must include an ADA accessibility plan for in-person and virtual events and outreach and engagement materials. The strategy must also include a plan for interpretation services at meetings and translation for outreach and engagement materials for languages commonly spoken in East Central Iowa. For written materials, the contractor must provide translated documents in advance of publication for ECICOG to have a local translator review the original translation.

When responding to this RFP, bidders must describe how the proposed outreach and engagement strategy targets the general public, stakeholders in each GHG sector (agriculture, commercial and residential buildings, transportation, industry and electricity generation, waste and materials management, wastewater, and natural and working lands (including sinks)), local governments, and low-income and disadvantaged communities throughout the six-county region. For the Climate Pollution Reduction Program and other programs under the Inflation Reduction Act, the EPA has defined low-income and disadvantaged communities. See Map 1 on the following page.

Map 1: Low-Income and Disadvantaged Communities in East Central Iowa



**LEGEND**

 Low & Moderate Income 51.1%+

0 5 10 20 30 Miles

**Disadvantaged Community**

-  No
-  Yes
-  High Risk Flood Area



For a higher level of detail, low-income and disadvantaged communities are identified in the *East Central Iowa Priority Climate Action Plan* available [here](#). Low-income and disadvantaged communities are also available through EPA's Environmental Justice Screening and Mapping Tool (EJScreen) available [here](#). To locate "EPA IRA Disadvantaged Communities" in EJScreen, use the "Places" tab and the Justice40/IRA category.

When responding to this RFP, bidders must provide a breakdown of outreach and engagement methods for each targeted group (general public, stakeholders in each GHG sector, local governments, and low-income and disadvantaged communities) and associated metrics by county and the two largest cities in the region (Cedar Rapids and Iowa City). The metrics for Cedar Rapids and Iowa City should not be included in the county total. For example, if proposing a survey, provide the goal response rate by county (Benton, Iowa, Johnson, Jones, Linn, and Tama counties) and city (Cedar Rapids and Iowa City). If proposing in-person events, provide the number of events proposed for each county and city. For any outreach and engagement method proposed, quantitative and qualitative metrics for participation must be included in the proposal.

#### Task 4: Comprehensive Greenhouse Gas (GHG) Inventory and Projections

ECICOG requires a comprehensive GHG inventory to be developed using [EPA's Local Greenhouse Gas Inventory Tool](#) for each county in the six-county region. The GHG inventory must include primary greenhouse gases (CO<sub>2</sub>, CH<sub>4</sub>, N<sub>2</sub>O, HFCs, PFCs, SF<sub>6</sub>, and NF<sub>3</sub>) and the following sectors: agriculture, commercial and residential buildings, transportation, industry and electricity generation, waste and materials management, wastewater, and natural and working lands (including sinks).

The GHG inventory must be developed in accordance with ECICOG's EPA-approved quality assurance and procedure plan (QAPP). A QAPP has been developed and approved, but it will need to be amended to include the contractor. The amendment process will be completed in coordination with ECICOG and EPA Region 7. A copy of the current QAPP can be provided upon request by contacting Alicia Presto at [alicia.presto@ecicog.org](mailto:alicia.presto@ecicog.org).

A preliminary GHG inventory was prepared by ECICOG for the *East Central Iowa Priority Climate Action Plan* using 2019 as the baseline year. The new, comprehensive GHG inventory should incorporate more recent data, as appropriate, and data from local utility providers and wastewater treatment facility operators if available in a timely manner. If possible, data requests should be coordinated with local governments in the region who have completed, maintain or are developing GHG inventories to reduce redundancies. Compared to other states/areas which may be served by only one or two energy providers, the two MSAs involved are served by multiple energy providers. Familiarity with Iowa's energy provision landscape is desired.

ECICOG requires near-term (2030) and long term (2050) projections of GHG emissions by sector in each county of the six-county region. The projections of GHG emissions (and sinks, if feasible) should be calculated in the absence of GHG reduction measures (e.g., a "business as usual" projection), and a projection of GHG emissions under a scenario where the GHG reduction measures in the plan are fully implemented.



## Task 5: GHG Reduction Targets

The contractor shall assist ECICOG in setting near-term (2030) and long-term (2050) GHG reduction targets for the region. EPA guidance states that targets may be on a net or gross GHG emissions basis and should be consistent with the United States' formal commitments to reduce emissions 50-52% below 2005 levels by 2030 and to reach net-zero emissions by 2050. The City of Cedar Rapids and City of Iowa City have climate action plans with GHG reduction targets, and the EPA allows the use of existing GHG reduction targets in a CCAP. The *East Central Iowa Climate Action Plan* is the first regional CCAP for the six-county region. The contractor will need to assist ECICOG with the task of incorporating existing plans into a CCAP that meets EPA requirements and regional priorities.

## Task 6: Recommend GHG Reduction Measures for CCAP

The contractor will support ECICOG in identifying GHG reduction measures to achieve near- and long-term GHG reduction targets. Additional GHG reduction measures may be incorporated from existing local plans into the CCAP. For each measure recommended for the CCAP, the contractor must provide an estimate of GHG reduction, benefits (air quality, public health, etc.), cost to implement, and a summary of the existing statutory or regulatory authority to implement the measure, or whether such authority still must be obtained.

The CCAP will cover seven sectors (agriculture, commercial & residential buildings, transportation, industry and electricity generation, waste and materials management, wastewater, and natural and working lands (including sinks)), with three final GHG reduction measures per sector. ECICOG anticipates up to 21-35 draft GHG reduction measures. Final GHG reduction measures will be determined by the outreach and engagement process (Task 3) and a measure selection criterion to be determined in consultation with ECICOG.

## Task 7: Complete Benefits Analysis

The contractor shall provide quantified estimates of co-pollutant reductions (e.g., PM2.5, NOx, SO2, VOCs, air toxics, etc.) associated with GHG reduction measures included in the CCAP. The contractor shall identify and quantify additional benefits including but not limited to analysis of air quality improvements, improved public health outcomes, economic benefits, increased climate resilience, or other environmental benefits as applicable to each GHG reduction measure. Contractor shall identify and quantify potential disbenefits resulting from the implementation of each GHG reduction measure included in the CCAP.

For each GHG reduction measure, the contractor will document the methodology, references, and data used to estimate GHG emissions reductions and additional benefits and share this with ECICOG. ECICOG will review the contractor's proposed estimation methodology and suggest modifications, if needed. The contractor may consider using tools listed in EPA's technical guidance available at <https://www.epa.gov/inflation-reduction-act/about-cprg-training-tools-and-technical-assistance>. The contractor will prepare a technical appendix supporting the benefits analysis for inclusion in the CCAP.

## Task 8: Complete Low-Income and Disadvantaged Communities Benefits Analysis

The contractor shall evaluate the extent to which any GHG reduction measures in the CCAP will deliver co-pollutant emissions reductions to low-income and disadvantaged communities. The contractor will complete a broader assessment of benefits including but not limited to analysis of air quality improvements, improved public health outcomes, economic benefits, increased climate resilience, or other environmental benefits.

For each GHG reduction measure, the contractor will document the methodology, references, and data used to estimate benefits to low-income and disadvantaged communities and share this with ECICOG. ECICOG will review the contractor's proposed estimation methodology and suggest modifications, if needed. The contractor may consider using tools listed in EPA's technical guidance available at <https://www.epa.gov/inflation-reduction-act/about-cprg-training-tools-and-technical-assistance>. The contractor will prepare a technical appendix supporting the low-income and disadvantaged communities benefits analysis for inclusion in the CCAP.

## Task 9: Complete Workforce Planning Analysis

Contractor shall conduct an analysis of anticipated workforce shortages that could prevent the region from achieving the GHG reduction measures described in the CCAP and identify potential solutions and partners at the state, regional, and/or local level that are equipped to help address those challenges. The analysis should note existing funding or programs that can help support the workforce needs of the plan. The analysis should also address potential job losses, opportunities, and other impacts that may occur due to the implementation of the GHG reduction measures in the CCAP.

## Task 10: Develop Action Plan for Final GHG Reduction Measures

The contractor will develop an action plan for implementing GHG reduction measures (i.e. action steps). The action plan must include key implementing agency or agencies, implementation schedule and milestones, expected geographic location if applicable, milestones for obtaining implementation authority as appropriate, identification of funding sources if relevant, and metrics for tracking progress. It must also include cost information for each measure.

## Task 11: Develop Plan Content and Produce Final CCAP Document

The contractor will develop a plan design (layout, design concept, etc.) and plan content in coordination with ECICOG to ensure the plan meets EPA CCAP content guidelines. The technical advisory committee will review and provide edits, if needed. The final CCAP document must be submitted to EPA by August 8, 2025. After the CCAP submission deadline, the contractor will work with ECICOG to develop translations of the plan.

## SECTION III – INSTRUCTIONS TO BIDDERS

### A. General

1. All proposals must be made in accordance with the conditions of this RFP. Failure to address any of the requirements is grounds for rejection of the proposal.
2. All information should be complete, specific, and as concise as possible.
3. Proposals should include any additional information that the bidder deems pertinent to the understanding and evaluation of the proposal.
4. ECICOG may modify the RFP or issue supplementary information or guidelines during the proposal preparation period prior to the deadline. Please check <https://www.talkto.ecicog.org/east-central-iowa-climate-pollution-reduction-grant> for updates prior to the deadline.
5. All proposals shall constitute firm offers valid for ninety (90) days from the deadline. Once submitted, proposals may be withdrawn, modified and resubmitted through the designated RFP contact up until the deadline.
6. ECICOG reserves the right to reject any and all proposals.
7. The cost for developing the proposal is the responsibility of the bidder and shall not be chargeable to ECICOG.

### B. Questions

1. All questions must be in written form and submitted to Meagan Prestegard at [meagan.prestegard@ecicog.org](mailto:meagan.prestegard@ecicog.org) with the subject line “ECICOG CPRG RFP Question.” No phone calls will be accepted, and ECICOG will only respond to technical questions regarding this RFP.
2. Questions must be submitted no later than 4 p.m. CT on Thursday, July 18, 2024. Bidders will not be able to submit questions after this time.
3. All questions will be answered in writing and posted on <https://www.talkto.ecicog.org/east-central-iowa-climate-pollution-reduction-grant> by 1 p.m. CT on Thursday, July 25, 2024.

### C. Submittal of Proposals

All proposals must be submitted according to the specifications set forth in Section IV Proposal Format & Content, and this section. Failure to adhere to these specifications may be cause for the rejection of the proposal.

1. **Deadline** – All proposals are due no later than 1 p.m. CT on Thursday, August 8, 2024, and must be submitted electronically to Alicia Presto at [alicia.presto@ecicog.org](mailto:alicia.presto@ecicog.org) with the subject line “ECICOG CPRG RFP Submission.”
2. **Signature** – All proposals must be signed by an authorized representative of the bidder.
3. **Submittal** – Submit an electronic copy in Adobe Acrobat PDF file format to the designated RFP contact. Electronic submissions will be acknowledged with a confirmation email. Late proposals will not be accepted. Any correction or re-submission of proposals will not extend the submittal deadline.
4. **Grounds for Rejection** – A proposal may be rejected at any time if it arrives after the deadline, or is not in the prescribed format, or is not signed by an individual authorized to represent the firm.

5. Disposition of the Proposals – All responses to this RFP become property of ECICOG and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under Iowa law. If a respondent believes that any portion of its submittal is exempt from public disclosure, it may mark that portion “confidential.” ECICOG will use reasonable means to ensure that such confidential information is safeguarded but will not be held liable for inadvertent disclosure of the information. Proposals marked “confidential” in their entirety will not be honored, and ECICOG will not deny public disclosure of any portion of submittals so marked. By submitting a proposal with portions marked “confidential,” a respondent represents it has a good faith belief that such portions are exempt from disclosure under Iowa law and agrees to reimburse ECICOG for, and to indemnify, defend, and hold harmless ECICOG, its officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs, and expenses, including without limitation, attorneys’ fees, expenses, and court costs of any nature whatsoever, arising from or relating to ECICOG’s non-disclosure of any such designated portions of a proposal.
6. Modification – Once submitted, proposals, including the composition of the contracting team, may be altered up until the deadline. Proposals may not be modified after the deadline.

#### D. Interviews

1. ECICOG and the technical advisory committee will interview two to three bidders.
2. Staff from the bidder and subcontractor(s), if applicable, that would be assigned to work on the project must participate in the interview
3. Submittal of new proposal material at an interview will not be permitted.
4. Interviews may involve a presentation and/or a question-and-answer session.

## SECTION IV – PROPOSAL FORMAT & CONTENT

Proposals should follow the format outlined below and include all requested information. Failure to submit proposals in the required format may result in the proposal being eliminated from evaluation and consideration.

### A. Technical Proposal

- a. Cover Letter (Section I) – Include the name, address, and telephone number of the firm, and signed by the person(s) authorized to represent the firm.
- b. Contact Information – Provide the following information about the firm:
  - i. Address and telephone number of office nearest to Cedar Rapids, Iowa, and the address and phone number of the office that each of the proposed staff members are based out of, if different.
  - ii. Name of firm’s representative designated as the contact and email address.
  - iii. Name of project manager, if different from the individual designated as the contact.
- c. Table of Contents – Clearly identify material contained in the proposal by section.
- d. Summary (Section II) – State your firm’s overall approach to assisting with the development of a regional climate action plan that meets EPA CPRG requirements.
- e. Experience and Qualifications (Section III) – Provide a statement of your firm’s background and related experience in providing similar services to governmental organizations, if any, or describe the capabilities of the firm to complete the project.
- f. References (Section IV) – Provide a minimum of three (3) references of other, similar projects including company name or government entity, contact name, title, phone number and e-mail address for all references listed. For each reference, include a description of services provided and dates the services were provided.
- g. Project Methodology (Section V) – Provide a description of the methodology to be used to accomplish each task (Tasks 1 – 11) included in Section II: Scope of Work.
- h. Project Schedule (Section VI) – Provide projected milestones or benchmarks for completing the project.
- i. Project Organization (Section VII) – Describe the proposed management structure, program monitoring procedures, and organization of the proposed team. Provide a statement addressing your firm’s ability and willingness to commit and maintain staffing to successfully conclude the project on the proposed project schedule.
- j. Assigned Personnel (Section VIII) – Provide the following information about the staff to be assigned to the project:
  - i. List all key personnel assigned to the project by name and title. Provide a description of their background, along with a summary of their experience in providing similar services for governmental agencies, and any specialized expertise they may have. Background descriptions can be a resume, curriculum vitae, or summary sheet. Please note, substitution of the project manager or staff will not be permitted without prior written approval from ECICOG.
  - ii. Provide a statement of the availability of staff in any local office with requisite qualifications and experience to conduct the requested project.
  - iii. Provide a statement of education and training programs provided to, or required of, the staff identified for participation in the project.

- k. Subcontractors (Section IX) – List subcontractors that will be used, the work to be performed, and total number of hours they will spend on the contract.
- l. Retention of Working Papers (Section X) – All working papers are the property of ECICOG. Include a statement acknowledging that if your firm is awarded the contract, you will retain project related papers and reports for a minimum of five (5) years and will provide any project related papers to ECICOG upon request.
- m. Conflict of Interest (Section XI) – Address possible conflicts of interest with other clients affected by contractors’ actions performed by the firm on behalf of ECICOG. ECICOG recognizes that prospective bidders may have contracts to perform similar services for other clients. Include a complete list of such clients for the past three (3) years with the type of work performed and the total number of years performing such tasks for each client. ECICOG reserves the right to consider the nature and extent of such work in evaluating the proposal.

## B. Cost Proposal

This project will be funded with two federal grants, so the chosen contractor will enter two separate contracts. The work performed in Benton, Linn, and Jones counties will be funded under one contract, and the work performed in Johnson, Washington, and Iowa counties will be funded under another contract. Cost proposals must include the information below.

Area	Primary Contractor	Subcontractor (if applicable)
Benton, Linn, and Jones counties	List the hourly rates, number of hours, and total cost for each level of professional and administrative staff to be used to complete each task (Tasks 1-11) in Section II: Scope of Work	List the hourly rates, number of hours, and total cost for each level of professional and administrative staff to be used to complete each task (Tasks 1-11) in Section II: Scope of Work
	List expenses for travel, presentation materials, supplies, deliveries, black/white and color printouts and copies, faxes, photo scans, copywriting and copyediting services.	List expenses for travel, presentation materials, supplies, deliveries, black/white and color printouts and copies, faxes, photo scans, copywriting and copyediting services.
	List any other fees or charges	List any other fees and charges
	Provide the total contract cost and profit	Provide the total contract cost and profit
Johnson, Washington, and Iowa counties	List the hourly rates, number of hours, and total cost for each level of professional and administrative staff to be used to complete each task (Tasks 1-11) in Section II: Scope of Work	List the hourly rates, number of hours, and total cost for each level of professional and administrative staff to be used to complete each task (Tasks 1-11) in Section II: Scope of Work
	List expenses for travel, presentation materials, supplies, deliveries, black/white and color printouts and copies, faxes, photo scans, copywriting and copyediting services.	List expenses for travel, presentation materials, supplies, deliveries, black/white and color printouts and copies, faxes, photo scans, copywriting and copyediting services.
	List any other fees or charges	List any other fees and charges
	Provide the total contract cost and profit	Provide the total contract cost and profit

## SECTION V – PROPOSAL & INTERVIEW EVALUATION

ECICOG staff and the technical advisory committee will evaluate all proposals and conduct interviews. The reviewers will recommend the selection of the contractor to the ECICOG Board of Directors for final approval.

Proposals will be evaluated on the following criteria:

Criteria	Description	Points
Expertise	Technical expertise and firm’s ability to perform and complete the work in a professional and timely manner. Demonstrates understanding of the character and needs of the six-county region.	35
Skill and Experience	Relevant experience and qualifications of the firm and, in particular, past experience of the team working on projects of similar scope for other governmental agencies.	35
Approach	Responsiveness of the proposal, based upon a clear understanding of the work to be performed.	15
Cost	Cost or cost effectiveness and resource allocation strategy.	15
<b>Total</b>		<b>100</b>

ECICOG and the technical advisory committee will interview two to three bidders with the highest proposal evaluation scores. The staff from the bidder and subcontractor(s), if applicable, that would be assigned to work on the project must participate in the interview.

Interviews will be evaluated on the following criteria:

Criteria	Description	Points
Expertise	Technical expertise and firm’s ability to perform and complete the work in a professional and timely manner. Demonstrates understanding of the character and needs of the six-county region.	25
Skill and Experience	Relevant experience and qualifications of the firm and, in particular, past experience of the team working on projects of similar scope for other governmental agencies.	25
<b>Total</b>		<b>50</b>

When the proposal and interview evaluation process is complete, ECICOG will notify the preferred bidder and initiate the contract negotiation process. All other bidders will be notified of the results. Proposal and interview evaluation scores will be available upon request.

## SECTION VI – FEDERAL CONTRACT REQUIREMENTS

This project will be funded with two federal grants. The chosen contractor will be expected to enter into two separate cost-reimbursable contracts with a ceiling that may not be exceeded. The work performed in Benton, Linn, and Jones counties will be reimbursed under one contract, and the work performed in Johnson, Washington, and Iowa counties will be reimbursed under another contract. Work completed for the entire region will be split evenly between the two contracts. The chosen contractor will be required to track and document hours and expenses under each contract.

In addition, the chosen contractor will be subject to the following federal contract provisions, as applicable.

### Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.



In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

### Appendix A to Part 33—Term and Condition

Each procurement contract signed by an EPA financial assistance agreement recipient, including those for an identified loan under an EPA financial assistance agreement capitalizing a revolving loan fund, must include the following term and condition:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of [40 CFR part 33](#) in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.