

**IOWA DEPARTMENT OF NATURAL RESOURCES (DNR)**  
**REQUEST FOR PROPOSAL - INFORMAL**

**RFP COVER SHEET**

**Administrative Information:**

**TITLE OF RFP:** Elk Rock Firewood Concession Contract      **RFP Number:** 21C-CRDPBCKELC-0020

**Bureau:** Parks, Forests and Preserves

**DNR seeks to purchase:** Contract with private concessionaire to sell firewood to campers and park visitors at Elk Rock State Park

**Number of mos. or yrs. of the initial term of the contract:** 5 years      **Number of possible annual extensions:** 1

**Tentative Contract term start date:** May 1, 2021      **Tentative Contract term end date:** December 31, 2025

**DNR Issuing Officer:** Name

Ph: 515/346-7036; E-mail: [Sherry.Arntzen@dnr.iowa.gov](mailto:Sherry.Arntzen@dnr.iowa.gov); Fax: 515/725-8201

502 East Ninth Street, Des Moines, IA 50319

<b>PROCUREMENT TIMETABLE—Event or Action:</b>	<b>Date/Time (Central Time):</b>
DNR Posts Notice of RFP on TSB website	<u>4/6/2021</u>
DNR Issues RFP	<u>4/8/2021</u>
RFP written questions, requests for clarification, and suggested changes from Respondents are due:	<u>4/12/2021</u>
DNR's written response to RFP questions, requests for clarifications, and suggested changes are due:	<u>4/15/2021</u>
Proposals Due Date:	<u>4/19/2021</u>
Proposals Due Time:	<u>12:00 p.m. CST (noon)</u>
Anticipated Date to Issue Notice of Intent to Award:	<u>4/26/2021</u>
Anticipated Date to Execute Contract:	<u>5/1/2021</u>

**Relevant Websites:**      **Web-address:**

Internet website where  
Addenda to this RFP will be posted: <http://bidopportunities.iowa.gov/>

**SECTION 1      INTRODUCTION**

**1.1      Purpose**

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

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

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

**1.2      Overview of the RFP Process**

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the DNR's benefit and is intended to provide the DNR with competitive

information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

Respondents will be required to submit their Proposals in written format by hand delivery, hard copy mail, fax or e-mail to the Issuing Officer. It is the DNR's intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

### **1.3 Background Information**

Elk Rock State Park is located on Lake Red Rock, one of Iowa's large impoundments. The park has a boat ramp to the reservoir, an excellent system of multi-use trails, and two campgrounds, one which is designated for equestrian campers. Between the two campgrounds, there are 59 electric campsites, 28 nonelectric campsites and 1 youth group campsite.

The following table provides the last five year's visitation estimate and camping guest days.

<b>Year</b>	<b>Visitation Estimate</b>	<b>Camping Guest Days</b>
2020	361,200	14,479
2019	389,000	12,066
2018	373,900	13,040
2017	422,900	13,644
2016	411,650	14,713

## **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 issuance date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2.3. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any DNR employee other than the Issuing Officer.

### **2.3 Questions, Requests for Clarification, and Suggested Changes**

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

The DNR 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.

### **2.4 Amendment to the RFP**

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

## **2.5 Submission of Proposals**

The DNR must receive the Proposal in written format by hand delivery, fax, hard copy mail, or email at the Issuing Officer's address, fax number, or email identified on the RFP cover sheet before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the DNR. Any Proposal received after this deadline will not be considered.** Respondents who hard copy mail proposals must allow ample mail delivery time to ensure timely receipt of their proposals. It is the Respondent's responsibility to ensure that the proposal is received by the DNR Issuing Officer prior to due date and time. Postmarking by the due date will not substitute for actual receipt of the proposal.

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

## **2.6 Costs of Preparing the Proposal**

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

## **2.7 No Commitment to Contract**

The DNR reserves the right to reject any or all Proposals received in response to this RFP, cancel this RFP, or advertise a new RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the DNR to award a contract.

## **2.8 Nonmaterial Variances**

The DNR reserves the right to determine whether a Bid substantially complies with the requirements of this RFP. Nonmaterial variances are not necessarily disqualifying. The determination of materiality is in the sole discretion of the DNR.

## **2.9 Public Records and Requests for Confidential Treatment**

You may request confidential treatment of specific information included in your proposal submitted in response to this RFP. Requesting confidential treatment of any item of information does not necessarily mean that confidential treatment will be granted.

You must provide a copy of your proposal where you have deleted the information for which confidential treatment is requested. The confidential status of the deleted information is not established until DNR has made a determination that it is appropriate to allow confidential treatment for the specific document containing that item of information.

In order to request confidential treatment, you must comply with the provisions of 561 Iowa Administrative Code Chapter 2, which may be found at the following location:

<https://www.legis.iowa.gov/law/administrativeRules/agencies>. 561 Iowa Administrative Code Section 2.5(7) provides that all claims for confidential treatment made to the Iowa Department of Natural Resources must be substantiated in writing with the following information:

- 1) A statement of all measures the business has taken to protect the confidentiality of the information, and a statement of intent to continue to take such measures;
- 2) Practices and policies of other businesses, if known, regarding confidentiality of similar information;
- 3) A statement that the information is not, and has not been, reasonably attainable without the consent of the business by other persons other than government bodies by use of legitimate means;
- 4) A statement demonstrating that disclosure of the information is likely to cause substantial harm to the business's competitive position; and
- 5) A reference to any other determinations of confidential status of the information or similar information.

### **2.10 Release of Claims**

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

### **2.11 Evaluation of Proposals Submitted**

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

### **2.12 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted to the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) will 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 DNR. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the DNR, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the DNR believes will provide the best value to the DNR.

### **2.13 No Contract Rights until Execution**

Respondent will not acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the DNR.

## **SECTION 3 FORM AND CONTENT OF PROPOSALS**

### **3.1 Instructions**

These instructions prescribe the required format and content of the Proposal. They are designed to facilitate a uniform review process. The Proposal will be typewritten and divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal.

### **3.2 Technical Proposal**

The technical proposal shall include sufficient information regarding the Concessionaire's ability to perform the service sought to enable the DNR to make a judgment about the Concessionaire's ability to identify the work identified in the Scope of Services. The proposal shall include:

- The name, address, e-mail address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the proposal.
- Description of how the Respondent will perform the service identified in the Scope of Services;
- Past experience of work that is identical or similar to the Scope of Services;
- A specific operating season, days of operation and hours of operation;
- Price to be charged to customer per bundle of firewood;
- The length of contract desired (which shall be at least one year but no more than five years); and
- The concession fee to paid to the DNR for each year of the contract.

### **3.3 Cost Proposal**

The Respondent will provide its Cost Proposal with the proposal for the proposed goods and services using Attachment #1 – Cost Proposal. There is no minimum bid requirement for this operation. Respondent may propose a flat fee for each of contract that is being proposed.

## **SECTION 4 DESCRIPTION OF WORK AND SCOPE OF WORK**

### **4.1 Minimum Service Requirements.**

Respondent shall provide firewood sales on Fridays, Saturdays and Sundays of holiday weekends beginning no later than the Friday before the national Memorial Day holiday and going through the national Labor Day holiday. Respondent may propose longer season, days and hours from the minimum requirements.

### **4.2 Additional Information.**

The DNR is interested in understanding the method(s) and equipment to be used to provide the concession service. This includes a staffing plan if providing in-person sales or the organizational structure for contactless sales. The proposal shall identify the location desired for the operation and the equipment or infrastructure to be used/placed at the park.

Lastly, all firewood sold or distributed by Respondent shall follow firewood labeling requirements established by the Iowa Department of Agriculture and Land Stewardship in 21 IAC 46.16. The proposal shall include where the Respondent plans to obtain the firewood to be sold at the park.

## **SECTION 5 EVALUATION AND SELECTION**

### **5.1 Introduction**

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the DNR. DNR will not necessarily award the Contract to the Respondent offering the highest concession fee to be paid to the DNR. Instead, the DNR will award to the Respondent whose Responsive Proposal the DNR believes will provide the best value to the DNR and park visitors.

### **5.2 Evaluation Committee**

The DNR will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The DNR will use an Evaluation Committee to review and evaluate the Technical Proposals. The DNR Evaluation Committee will make its technical recommendation using the following technical criteria, which are listed in no particular order:

- a. Proposed concession fee to be paid to the DNR;
- b. Proposed length of contract (cannot exceed five years);
- c. Proposed operating season, days and hours of operation;
- d. Proposed operational plan to address how the service will be provided at the park;
- e. Proposed pricing per bundle of firewood;
- f. Past performance and experience of work that is identical or similar to the Scope of Services.

## **SECTION 6 CONTRACT TERMS AND CONDITIONS**

### **6.1 Contract Terms and Conditions**

By submitting a response, each Respondent acknowledges its acceptance of the Terms and Conditions of the attached contract terms and conditions (Attachment #2).

If a Respondent takes exception to a contract provision, then the Respondent must state the specific exception and the reason for the exception, and must attach to its "Respondent Cost Proposal" the specific contract language it proposes to include as an alternative to the provision. Contract provision exceptions that materially change the terms or the requirements of this informal bidding process may be deemed non-responsive by the DNR, as determined in its sole discretion, resulting in possible disqualification of the Respondent's quote. With regard to the "DNR Standard Contract Conditions," DNR and the successful Respondent may agree to modifications to the terms of the "DNR Standard Contract Conditions" as necessary to negotiate the terms of a contract. A Respondent's failure to state an exception to any contract provision and propose alternative language may be deemed by the DNR to constitute the Respondent's acceptance thereof. The DNR reserves the right to

refuse to enter into a contract with the successful Respondent for any reason, even after delivery of the Intent to Award a Contract.

## 6.2 Contract Length

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

The DNR will have the sole option to amend the contract resulting from this Informal RFP for subsequent periods, adding up to no more than six years total from the beginning date of the original contract, by executing a signed amendment prior to the expiration of the original contract.

## 6.3 Insurance

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

TYPE OF INSURANCE	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products -	\$100,000
	Comp/Op Aggregate	\$100,000
	Personal injury	\$100,000
	Each Occurrence	\$100,000
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$100,000
Property Damage	Each Occurrence	\$100,000
	Aggregate	\$100,000
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

The Contractor is required to submit a Certificate of Insurance, which indicates coverage and notice provisions as required. The Insurer will state in the certificate that no cancellation of the insurance may be made without at least thirty (30) days written notice to the DNR. Acceptance of the insurance certificates by the DNR will not act to relieve the Contractor of any obligation under this Contract. It will be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor will be responsible for all premiums, deductibles, and for any inadequacy, absence or limitation of coverage. The Contractor will have no claim or other recourse against the DNR for any costs or loss attributable to any of the foregoing, all of which will be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor will be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

**ATTACHMENT #1 - COST PROPOSAL**

**Cost Proposal**

<b>Year of Operation</b>	<b>Proposed Concession Fee to be paid to DNR</b>

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name and Title:** \_\_\_\_\_

**Name of Contractor Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Attachment #2 - Contract**

**FIREWOOD SALES CONCESSION  
CONTRACT NUMBER**

**Between**

**IOWA DEPARTMENT OF NATURAL RESOURCES  
And**

IN WITNESS THEREOF, the parties hereto have entered into this Contract on the day and year last specified below.

**DEPARTMENT OF NATURAL RESOURCES**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Alex Moon, Deputy Director

**CONCESSIONAIRE**

By: \_\_\_\_\_ Date: \_\_\_\_\_



## DNR STANDARD CONTRACT CONDITIONS

This Contract is entered into between the Iowa Department of Natural Resources (DNR) and \_\_\_\_\_ (Concessionaire). The parties agree as follows:

### Section 1 IDENTITY OF THE PARTIES

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**1.1. Parties.** DNR is authorized to enter into this Contract. DNR's address is: Wallace State Office Building, 502 East 9<sup>th</sup> Street, Des Moines, Iowa 50319.

Concessionaire Name, a Concessionaire Legal Entity Type\* is organized and registered under the laws of the State of State of Organization. The Concessionaire's address is: Concessionaire Address.

*(\*This can typically be found on the State of Organization Secretary of State website. If an entity type i.e., domestic limited liability company, foreign incorporated company, etc. is not found the Concessionaire is most likely not organized under their state and we must enter into a contract with them as an individual/ "sole proprietor". A "sole proprietor" is an unincorporated business owned entirely by a single person and operated in that person's personal capacity or under a "doing business as" or "dba" name.)*

In the case of an individual/ sole proprietor, please use the following statement: Concessionaire Name (dba XXX), is an individual and sole proprietor located in the State of State of Residence. The Concessionaire's address is: Concessionaire's personal Address.

**1.2. Project Managers.** Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any Contract modifications. Any notifications and approvals required by this Contract shall be directed to the project managers identified herein, provided, however, that amendments to this Contract shall require the signature of persons authorized by each organization to execute contracts, which for the DNR may be the Deputy Director of the organization or what is consistent with the DNR's adopted signature policy.

**DNR Project Manager:** DNR Project Manager Name, DNR Project Manager Title  
\_\_\_\_\_, Iowa  
Phone:  
Fax  
Email:

**Concessionaire Project Manager:**  
Phone:  
Email:

### Section 2 STATEMENT OF PURPOSE

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**2.1 Description of Document.** This document is a contract for operation of a commercial business concession (commercial concession) to provided specified services to the public on state-owned recreational property known as \_\_\_\_\_ located in \_\_\_\_\_ County, Iowa.

**2.2 Purpose.** The Concessionaire, as a private contractor, desires to operate a commercial business concession on state-owned property pursuant to this Contract. Concessionaire desires to provide specified recreational facilities and services to the public for profit. The DNR desires to provide specified recreational facilities and services to the public in an efficient manner with a reasonable charge to the public for their use.

**2.3 Authority for Contract.** The DNR enters into this contract under Iowa Code sections 461A.3 and 461A.4.

### Section 3 DURATION OF CONTRACT

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**3.1 Term of Contract.** The term of this Contract shall be \_\_\_\_\_ through \_\_\_\_\_, unless terminated earlier in accordance with the Termination section of this Contract. However, this Contract shall not begin until it has been signed by both parties.

**3.2 Approval of Contract.** The conditions of this Contract shall become effective when the Contract has been signed by both parties or the contract start date has occurred, whichever occurs later.

**3.3 Amendments.** DNR shall have the sole option to renew and extend this Contract for subsequent periods up to five years at a time by executing a signed Contract Amendment prior to the expiration of this Contract or any subsequent Contract Amendment entered into pursuant to this paragraph. Following a minimum of three years and a maximum of five years of concession operation, the Concessionaire may request that the Contract be renewed pursuant to the provisions of 571 Iowa Administrative Code (IAC) 14.2(2).

## **Section 4 DEFINITIONS**

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**Definitions.** This Contract shall include the following definitions:

“Agency” shall mean Department of Natural Resources (DNR).

“Concessionaire” means a person or firm granted a Contract to operate a concession in a state park or recreation area. The Concessionaire is an independent contractor and not an employee or agent of the DNR.

“Concession operation” means operating a business within a concession area in a state park or recreation areas included, but not limited to, boat rental, snack-food sales, beach operation, and sale of fishing bait and tackle.

“Contract” and “Contract Declarations & Execution Page” shall mean these DNR Standard Contract Conditions, any Attachments or Exhibits attached to and included as part of these DNR Standard Contract Conditions, and the DAS General Terms and Conditions. “Contract” shall include the first page of these DNR Standard Contract Conditions, which includes the Concessionaire and DNR signatures.

“Contractor” means a Concessionaire as defined in Section 4.

“DAS General Terms and Conditions” shall mean the DAS General Terms and Conditions effective May 1, 2016 and found at <https://das.iowa.gov/procurement/terms-and-conditions>.

“Deliverables” means all of the goods, products, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Concessionaire (or any agent, contractor or subConcessionaire of Concessionaire) in connection with this Contract.

“DNR” means department of natural resources.

“Director” means the director of the department of natural resources.

“Friends group or organization” means an organization incorporated under Iowa Code Chapter 504 as a not-for-profit group which has been formed solely for the purpose of promoting and enhancing a particular state park, recreation area, or the Iowa state park system, or any combination of the three.

“Gross Receipts” means the total amount received, excluding sales tax, realized by or accruing to the Concessionaire from all sales, for cash or credit of services, accommodations, materials, or other merchandise pursuant to the rights granted in the Contract including gross receipts of subconcessionaires. All moneys paid into coin-operated devices, except telephones, shall be included in gross receipts.

“New concession” means the right to concession operation in an area that does not currently have a concessionaire or an area where the DNR wishes to invite bids for a mobile type concession operation.

“Newspaper” is as defined in Iowa Code Section 618.3.

“RFP” shall mean the Request for Proposals, Informal Request for Proposal, or Request for Quotes that was issued to solicit the Deliverables that are subject to the Contract including these DNR Standard Contract Conditions.

“Special Contract Attachments” shall mean any Attachments or Exhibits attached to and included as part of these DNR Standard Contract Conditions.

## **Section 5 CONCESSION PREMISES**

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(“Concession Premises”).

## **Section 6 FACILITIES AND EQUIPMENT FURNISHED BY DNR**

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The DNR agrees to furnish the following facilities, property or equipment.

## **Section 7 SCOPE OF SERVICES**

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**7.1 Services.** The Concessionaire shall provide the following services to the public: (“Concession Services”)

### **7.2 Operating Hours.**

**7.2.1** When Concession Must Be Closed. The Concessionaire shall not provide Concession Services on any day before 5 a.m. or later than 10 p.m., central standard time (CST) or central daylight time, whichever is applicable based on statewide observation, throughout the duration of this contract.

**7.2.2** Minimum Hours of Service. Concessionaire shall ensure:

**7.2.1.1** From the Friday before the national Memorial Day holiday through the day after the national Labor Day holiday each year, firewood sales shall be available [enter days and hours].

**7.2.2.2** Any other regular or extended shortening of operating hours shall be authorized only by amendment of this contract as provided in section 1.15.9 of the DAS General Terms and Conditions, herein. The hours previously stated in this paragraph are minimum. Nothing in this paragraph shall be construed as prohibiting longer operating hours or season, consistent with section 7.2.1.

**7.2.3** Temporary Shortening of Hours. Whenever concession operating hours are shortened due to adverse weather, lack of public use or any other circumstance, the Concessionaire shall obtain written approval from the DNR prior to the closing of the concession. The District Park Supervisor or District Park Supervisor’s designee may require the Concessionaire to return to normal hours when, in the Supervisor’s or designee’s judgment, the condition causing the decreased use has ended.

**7.2.4** Duty of Posting Regular Hours. The regular hours of concession operation shall be posted in a conspicuous location, as directed by the District Park Supervisor or the District Park Supervisor’s designee, for public viewing.

**7.3 Reserved.**

**7.4 Reserved.**

### **7.5 Firewood Sales.**

**7.5.1** Forest Pests. Firewood is a known carrier of forest insects and diseases. Currently, firewood can be moved freely in Iowa. However, wood from parts of Wisconsin or Illinois moving into Iowa may need a compliance agreement for Gypsy moth, Sirex wood wasp, or other pests. These and other quarantined pests vary by state from where the wood is coming. The Concessionaire shall follow any requirements involving movement of wood between state lines into Iowa if purchasing wood from outside of Iowa. The Concessionaire can contact Iowa’s State Plant Health Director (USDA-APHIS Plant Protection and

Quarantine) at 515/251-4083 regarding any questions regarding forest pests and quarantines. It is recommended to purchase firewood which is locally harvested in Iowa.

- 7.5.2 Firewood Labeling. All firewood that is sold or distributed by the Concessionaire shall follow all firewood labeling requirements established by the Iowa Department of Agriculture and Land Stewardship in 21 IAC 46.16.

## **7.6 Reserved.**

## **7.7 Additional Services and Responsibilities.** The Concessionaire agrees to do and/or provide the following:

- 7.7.1 Reserved.
- 7.7.2 All labor, facilities, and equipment needed to operate the concession and to keep the concession area in a clean and sanitary condition.
- 7.7.3 Utilities to full include full payment of electricity and telephone charges including any deposits required for initiation of services. A telephone is required by this Contract for emergency use.
- 7.7.4 Protection of Public Property and Sanitation.
- 7.7.4.1 The Concessionaire shall protect all state property from damage by the Concessionaire, the Concessionaire's employees, the public, or other elements, to the maximum extent reasonably possible. All vessels utilized by the Concessionaire for rental or other purposes, when present on DNR property, shall be secured from unauthorized use at all times. No trees or other vegetation may be removed or other natural features of the concession area disturbed without written permission of the DNR. Application of chemical herbicide must have prior written approval by the DNR and must be applied by a licensed person.
- 7.7.4.2 The Concessionaire shall see that all buildings used, as set forth in this Contract, are kept in a clean and sanitary condition and that the ground within the concession area is mowed at the proper time. No modifications to any concession area or structures are to be undertaken without prior written approval from the DNR.
- 7.7.4.3 All rubbish, garbage, and debris that may accrue due to the operation of the concession shall be collected from the concession area and adjacent parking lots and placed in containers by the Concessionaire. However, the DNR shall be responsible for emptying the containers.
- 7.7.4.4 The Concessionaire shall work with park staff to recycle items including, but not limited to, glass, paper/cardboard, metal cans, and certain plastics as much as reasonably possible. The Concessionaire is also encouraged to participate in any other recycling programs that are available locally.
- 7.7.4.5 Reserved.
- 7.7.5 Management by Concessionaire or Responsible Designee. The Concessionaire or a responsible agent, who shall be at least nineteen (19) years of age or older, shall be in active charge and be on the premises of the concession at all times that the concession is open for business. The Concessionaire shall provide the District Park Supervisor with a current list of names, addresses and telephone numbers of the person(s) in charge of the daily operation of the concession.
- 7.7.6 Maintenance Responsibility.
- 7.7.6.1 Concessionaire's Maintenance Responsibilities. The Concessionaire shall adequately maintain all DNR-provided facilities and equipment. Concessionaire shall complete all necessary minor repairs or replacements (value of \$250 or less) at no cost to the state. Concessionaire shall notify the DNR

of any other non-minor replacements and repairs that are necessary, and the parties shall agree in writing how the parties will manage the particular repair(s) or replacement(s), keeping in mind the DNR may be bound by competitive bidding laws as they relate to public improvement projects.

- 7.7.6.2 Replacement of Damaged Property. The Concessionaire acknowledges and agrees that the DNR will not replace any property on the Concession Premises that is damaged or otherwise becomes inoperative. Any equipment (personal property) furnished by the DNR will be provided in serviceable condition and shall be returned to the DNR by the Concessionaire in the same condition.
- 7.7.6.3 The DNR represents that the premises are in fit condition for use by the Concessionaire. Acceptance of the Concession Premises by the Concessionaire shall be construed as Concessionaire's acknowledgement that the premises are in good state of repair and in good sanitary condition. Concessionaire shall surrender the premises at the end of the contract term, or any renewal thereof, in the same condition as when the Concessionaire took possession, allowing for reasonable use and wear and damage by Acts of God, including fires and storms.
- 7.7.6.4 Partial destruction of the Concession Premises shall not render this contract void or voidable, nor terminate it except as herein provided. If the Concession Premises are partially destroyed during the term of this contract, the DNR may repair or replace them when such repairs or replacement can be done within state funding limitations within one year of the partial destruction. Written notice of the intention of the DNR to repair or replace shall be given to the Concessionaire within 120 days after any partial destruction. Concession fees may be reduced proportionately to the extent to which the repair operations interfere with the business conducted on the premises by the Concessionaire. If the repairs or replacement cannot be made in one year and if the DNR does not elect to make them within a reasonable time, either party shall have the option to terminate this lease without prejudice.

**7.8 Exclusive Rights.** Pursuant to the provisions of 571 IAC 14.5(3), this Contract gives the concessionaire exclusive rights to conduct a concession operation providing services identified in Section 7.1 on the state area defined as Elk Rock State Park. The concessionaire must have DNR approval prior to allowing other vendors to do business in the defined area. This provision does not prohibit DNR from allowing non-competitive type vendors in the defined area during a DNR-sponsored event.

**7.9 Stop Services.** In addition to its other remedies described herein, DNR shall have the right at any time during the Contract term to direct the services of Concessionaire fully or partially suspended or stopped, if the Deliverables fail to conform to applicable specifications and requirements in this Contract. DNR shall give Concessionaire written notice of a stop work directive. DNR shall provide to Concessionaire the reasons for the stop work directive.

**7.10 Industry Standards.** Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and the standards of performance considered generally acceptable in the relevant industry for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

**7.11 Amendments to Scope of Services.** The contract, including the scope of services, may be amended during its term, in writing, and effective only if the amendments are approved by all parties.

## **Section 8 MONITORING AND REVIEW**

**8.1 Monitoring Clause.** In compliance with the State of Iowa Accountable Government Act, the DNR will monitor the performance of the Concessionaire monthly by logging any complaints regarding Concessionaire's performance and meeting with Concessionaire to address those complaints to make sure that Concessionaire is meeting the standards defined in the Contract and achieving the specified results.

- 8.2 DNR Inspections and Meetings.** The DNR reserves the right to enter the Concession Premises covered by this Contract at any time for the purpose of making alterations, improvements, repairs, and to inspect the concession buildings, facilities, equipment and operation. The Concessionaire shall be available for periodic meetings during the periods of the year the Concession Premises are in operation with the DNR or other persons having jurisdiction over any portion of the Concession Premises.

## **Section 9 CONCESSION FEES, CONSIDERATION AND COMPENSATION**

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- 9.1 Source of Funding.** The authority to enter into this Contract is Iowa Code sections 461A.3 and 461A.4.

- 9.2 Fee Amounts** The following concession fees shall be paid to the DNR by the Concessionaire:

- 9.3 Form of Payment and Due Dates.** Annual concession fee payments in the form of personal check, bank draft, or money order made to the order of the "Iowa Department of Natural Resources" shall be due July 10 of each year; or, as an option, in two equal payments due July 10 and August 10 of each year. Payment should be mailed to: **State Parks Bureau, Wallace State Office Building, 502 East Ninth Street, Des Moines, Iowa 50319.**

Monthly fees in the form of person check, bank draft or money order made to the order of the "Iowa Department of Natural Resources" shall be due by the tenth of the month following the month being reported. **Payment should be mailed to: State Parks Bureau, Wallace State Office Building, 502 East Ninth Street, Des Moines, Iowa 50319.**

- 9.4 Interest on Delinquent Amounts.** One-half of the concession payment for a calendar year shall be delinquent if not received by the DNR by July 10 of that year. The other one-half shall be delinquent if not received by August 10 of that year. The Concessionaire shall be responsible to pay the DNR simple interest at the rate of % per annum on all delinquent amounts.

**Monthly concession payments shall be delinquent if not received by the DNR by the tenth of the month following the month being reported/paid of that year. The Concessionaire shall be responsible to pay the DNR simple interest at the rate of % per annum on all delinquent amounts.**

- 9.5 Friends Groups and Organizations.** If the Concessionaire is a "friends group or organization," then all net proceeds from the sale of merchandise and other concession services shall be spent on state park or recreation area improvement projects, pursuant to the provisions of 571 IAC 14.3(4)"c".

- 9.6 Pricing.** The DNR reserves the right to approve the articles for sale and services provided and the right to approve the prices that may be charged for the articles and services. These prices shall not significantly exceed rates that are charged by similar operations, or for similar items/services, in the local community. The sale, use or installation of activities, services or devices other than those specifically allowed for by this Contract must have the written approval of the DNR.

- 9.7 Billings.** In the event the Concessionaire is eligible for receipt of payment under this Contract, the Concessionaire shall submit an invoice for services rendered in accordance with this Contract. Invoices shall contain the DNR Contract Number found on the first page of these DNR Standard Contract Conditions. Each invoice shall itemize the work performed pursuant to the Contract, and shall specify the amount of payment requested for each item during the period covered by the invoice. Each invoice shall comply with all applicable rules concerning payment of such claims and shall contain appropriate documentation necessary to support the fees or charges included in the invoice. DNR shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if DNR reasonably believes the invoice is inaccurate or incorrect in any way. This provision in no way establishes a requirement for the DNR to pay the Concessionaire for services not described in this Contract. Original invoices, which shall include the DNR contract number in a prominent place, shall be submitted to:

Iowa Department of Natural Resources  
Attention: DNR Project Manager  
DNR Project Manager Address  
City, IA ZIP

- 9.8 Payment of Invoices.** DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, the Concessionaire shall not be entitled to receive any other payment or compensation from the State for any services provided by or on behalf of the Concessionaire under this Contract. Payment will be issued to:

Concessionaire Name  
Attention: Concessionaire Project Manager Name  
Concessionaire Address  
City, State ZIP

- 9.9 No advance payment.** No advance payments shall be made for any Deliverables provided by Concessionaire pursuant to this Contract.

- 9.10 Delay of Payment Due to Concessionaire's Failure.** If DNR determines that the Concessionaire has failed to perform or deliver any Deliverable required by this Contract, then the Concessionaire shall not be entitled to any compensation or any further compensation if compensation has already occurred, under this Contract until such Deliverable is performed or delivered. DNR shall withhold that portion of the invoice amount which represents payment for the Deliverable that was not completed, delivered and successfully deployed.

- 9.11 Withholding Payments.** In addition to pursuing any other remedy provided herein or by law, DNR may withhold compensation or payments to Concessionaire, in whole or in part, without penalty to DNR or work stoppage by Concessionaire, in the event DNR determines that (1) Concessionaire has failed to perform any of its duties or obligations as set forth in this Contract; or (2) any Deliverable has failed to meet or conform to any applicable contract specification.

No interest shall accrue or be paid to Concessionaire on any compensation or other amounts withheld or retained by the DNR under this Contract.

- 9.12 Erroneous Payments and Credits.** Concessionaire shall promptly re-pay or refund to DNR the full amount of any overpayment or erroneous payment within ten business days after either discovery by Concessionaire or notification by DNR of the overpayment or erroneous payment.

- 9.13 Set-off Against Sums Owed by Concessionaire.** In the event that Concessionaire owes DNR or the State any sum (including any State taxes in arrears) under the terms of this Contract, any other contract, pursuant to a judgment, or pursuant to any law, DNR may set off such sum against any sum invoiced to DNR by Concessionaire. This may be done in DNR's sole discretion unless otherwise required by law.

- 9.14 Reimbursable Expenses.** There shall be no reimbursable expenses associated with this Contract separate from the compensation referred to in this section, unless agreed to by both parties in an amendment to this Contract executed by both parties. Unless otherwise specifically provided for in this Contract, Concessionaire shall be solely responsible for all its costs and expenses, including travel, mileage, meals, lodging, equipment, supplies, personnel, training, salaries, benefits, insurance, conferences, long distance telephone, and all other costs and expenses of the Concessionaire. This language supersedes the DAS General Terms and Conditions language regarding reimbursement of expenses.

- 9.15 Final Payment.** By accepting final payment or a termination settlement under this Contract, the Concessionaire releases all claims against DNR arising under, or by virtue of, this Contract, except claims which are specifically

exempted by the Concessionaire. Unless otherwise provided in this Contract, by State law or otherwise expressly agreed to by the parties to the Contract, final payment under a settlement upon termination of this Contract shall not constitute a waiver of DNR's claims against the Concessionaire, or the Concessionaire's sureties under this Contract or applicable performance and payment bonds.

- 9.16 Surety Bond Required.** The Concessionaire shall have a surety bond on file with the DNR in the amount of \$        per concession, made payable to the DNR, prior to any actual operation of the concession. The bond shall be conditioned for the faithful performance of this contract, the payment of all charges and fees due the DNR, and the payment of all damages resulting from a breach of this contract and any other conditions as may be required by the DNR. The surety bond shall remain valid until the concession premises is return to the DNR in satisfactory condition. The DNR shall be notified of any changes in surety bond coverage at least ten (10) days prior to the change. This requirement may be waived if the concession fee is paid in advance of each operating season.

## **SECTION 10      RECORDS AND REPORTS**

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- 10.1 Monthly Receipts Report.** The Concessionaire shall furnish the DNR and the District Park Supervisor a statement of the previous calendar month's gross receipts, excluding sales tax, for each service and facility; the statement shall be on forms provided by the DNR. The reports are due to the State Parks Bureau no later than the tenth of the month following the month reported.
- 10.2 Quarterly Reports.** The Concessionaire shall furnish the DNR a quarterly balance sheet and profit/loss statement. The reports are due to the State Parks Bureau no later than the last day of the month following the quarter being reported.
- 10.3 Inspections and Audits.** The Concessionaire shall have all required records available for inspection or audit by a representative of the DNR or a representative of the State Auditor's Office at any reasonable time during normal working hours. The Concessionaire shall furnish to the DNR, on request, a copy of Internal Revenue Service form Schedule C and all Iowa Sales Tax receipt returns as they relate to the operation of this concession.
- 10.4 Retention of Records.** All records shall be retained by the Concessionaire for the life of the contract, plus three years.

## **SECTION 11 LIMITATIONS**

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- 11.1 No Sales of Alcoholic Beverages.** The concessionaire shall not sell, barter or otherwise furnish the sales of beer or alcoholic beverages on the Concession Premises, nor shall Concessionaire allow such beverages to be sold or furnished on the Concession Premises at any time.
- 11.2 Smoking Prohibited.** Smoking is prohibited in all buildings.
- 11.3 Advertising.** Advertising is not permitted on the outside of buildings on the Concession Premises or within the greater park or recreation area without DNR written approval. Advertising disclosing the nature of goods, services and facilities available is permitted inside the buildings. Handbills may be distributed within the state park or recreation area upon written approval from the DNR. Upon written request, the DNR may issue a permit for special promotional events and authorize additional advertising within the park or recreation area. The DNR may not approve promotions or special events during which beer, wine coolers, or alcoholic beverages are promoted or advertised. The Concessionaire is not permitted to advertise or solicit customers on the Concession Premises for any business or service located outside of the park or recreation area.
- 11.4 Loud Speakers - Sound Amplifying Equipment.** The Concessionaire shall not permit the use of loud speakers and other sound amplifying equipment for music or for advertising purposes without DNR written approval. Sound amplifying equipment may be used for class instruction, in emergencies, and to inform concession area users of closing time. Upon written request, the DNR may issue a permit for special promotional events and allow alternate use of sound amplifying equipment during the events.



- 11.5 Off-Season Storage.** The DNR may utilize the Concession Premises for storage purposes during those periods of the year the Concession Premises are not being operated.
- 11.6 Pets Prohibited.** Cats, dogs, birds or other pets are not to be kept in, on, or around the premises covered by this Contract.
- 11.7 Other Necessary Approvals.** The Concessionaire shall comply with all laws, rules and regulations of the state and the local political subdivision and secure all necessary licenses and permits as they pertain to the operation of the various parts of the concession. The Concessionaire shall also pay other fees required by law for the various permits, items or operations in connection with the concession.

## **SECTION 12 PROPERTY**

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- 12.1 Title to Property.** Title to all property furnished by DNR or the State to Concessionaire to facilitate the performance of this Contract shall remain the sole property of DNR and the State. All such property shall be used by Concessionaire only for purposes of fulfilling its obligations under this Contract and shall be returned to DNR upon the earliest of completion, termination, or cancellation of this Contract or at DNR's request. Concessionaire acknowledges that it shall acquire no interest or rights in and to such property. Except as expressly provided in this Contract, Concessionaire shall not disclose or use such property for any purpose, including pledging or encumbering it, selling or using it for monetary gain, using it to compile mailing lists, solicit business or pursue other business activities, or otherwise. Title to all property purchased by Concessionaire, for which Concessionaire has been reimbursed or paid by DNR under this Contract, shall pass to and vest in the State, except as otherwise provided in this Contract.
- 12.2 Care of Property.** Concessionaire shall be responsible for the proper custody and care of any DNR-owned property, including data, databases, software, interfaces, hardware, telecommunications lines and equipment, intellectual property and DNR Property furnished for Concessionaire's use in connection with the performance of the contract. Concessionaire shall exercise its best efforts to prevent damage to all such property and shall, at DNR's request, restore damaged property to its condition prior to the damage at the sole expense of Concessionaire. Such restoration shall be complete when judged satisfactory by DNR. In the event such property cannot be restored to DNR's satisfaction, Concessionaire shall reimburse DNR for any loss or damage to such property caused by Concessionaire, or any agent, Concessionaire or Subconcessionaire employed or utilized by Concessionaire. Concessionaire shall not take any action that would impair the value of, or goodwill associated with, the name, property and intellectual property rights of DNR and the State. Concessionaire shall obtain the prior advance written approval from DNR prior to Concessionaire's use of the name, marks or intellectual property rights of DNR or the State.
- 12.3 Landlord's Lien/Equipment Inventory.** Concessionaire acknowledges that the state shall have a lien on all property belonging to the Concessionaire which is placed or used on the Concession Premises described by this Contract for any amount due the DNR under the terms of this Contract. The lien shall be in the form of a landlord's lien under the provisions of Iowa Code Chapter 570. The Concessionaire shall furnish the District Park Supervisor or District Park Supervisor's designee a complete inventory of equipment owned by, leased by, or loaned to it at the upon execution of this Contract, on forms provided for that purpose. Any additional equipment acquired or otherwise introduced for use on the Concession Premises during the term of this Contract shall be reported as soon as it is acquired or placed in service.
- 12.4 Removal of Property.** Upon termination of this contract, the Concessionaire shall, after notice from the DNR, remove the equipment and personal property listed in that notice from state property within the time specified in the notice.
- 12.5 Cleaning, Repairing and Final Inspection at the End of Contract Period.** The Concessionaire shall clean the concession facilities and return the facilities to the DNR in satisfactory condition, within a period of time specified by the DNR, prior to contract termination. The DNR will perform a final inspection of the facility. If the DNR, in its sole discretion, determines the Concession Premises are not in satisfactory condition, the DNR will provide the Concessionaire with a list of corrective actions and specified period of time in which to complete the actions. If the

Concessionaire fails to return the Concession Premises to a satisfactory condition, the DNR may use the surety bond to cover expenses associated with returning the Concession Premises to a satisfactory condition.

- 12.6 Hardware and Equipment.** In the event that any hardware and other equipment owned by Concessionaire and used in connection with this Contract is subject to the security interest or a legal or equitable interest by a third party who is not a party to this Contract, Concessionaire shall insure in any such transactions that DNR shall be notified of a default occurring under the instrument and if Concessionaire does not cure the default within the time allowed, DNR may, in its sole discretion, cure the default by Concessionaire and assess or set off all costs associated with affecting cure, including the amount in default and reasonable attorney's fees against Concessionaire.
- 12.7 Construction.** If construction occurs pursuant to the Contract, then pursuant to the provisions of 571 IAC 14.5(1) the value of the buildings or facilities shall be based on the actual, documented cost of construction. Any structures built under this Contract shall become state property and cannot be removed by the concessionaire unless removal is required by the Special Conditions of this Contract.
- 12.8 Property Disputes.** In any dispute over ownership of property, Concessionaire shall have the burden of proving prior or independently developed rights by clear and convincing proof.
- 12.9 Limited Right to Use State Property.** This contract does no more than grant the Concessionaire the right to operate a commercial concession on DNR property. This Contract does not create an interest, personal or real, in the real estate or facilities owned by the State.
- 12.10 Public Use of Public Facilities.** Nothing in this Contract shall restrict the public from using the concession premises for any lawful purpose; nor shall it restrict the state or any agency thereof from entering the Concession Premises in order to carry out its responsibilities.

### SECTION 13 BACKGROUND CHECKS

The DNR reserves the right to review criminal and sex offense history, a driver's license record check, and a check of the child abuse registry on the Concessionaire and its employees if any time during the concession contract period the DNR deems, in its sole discretion, such a review is necessary. If such a review reveals a record or past conduct that the DNR determines in its sole discretion poses an unacceptable risk to park users, volunteers, or personnel, the DNR may either (1) terminate this contract effective immediately without advance notice pursuant to General Conditions section 2.2 or (2) disqualify the identified employee(s) from continuing to work the Concession. The Concessionaire hereby agrees to remove the identified employee(s) from its employment within 5 days of DNR notification. Failure to remove identified employee(s) within the specified time warrants immediate termination of the contract pursuant to general conditions section 1.6.1.

### SECTION 14 INSURANCE

Concessionaire shall obtain insurance as identified in the DAS General Terms and Conditions; and as follows:

Type of Insurance	Amount
General Liability Insurance (including contractual liability) written on an occurrence basis	Aggregate \$100,000
	Personal Injury \$100,000
	Each Occurrence \$100,000
Product Liability	Each Occurrence \$Amount
Personal Injury	Each Occurrence \$Amount
Property Damage Insurance	Each Occurrence \$100,000
Workers Compensation and Employer Liability Insurance	As required by Iowa law

\*Unless otherwise stated in these DNR Standard Contract Conditions, the Concessionaire shall procure and maintain a professional liability insurance policy that is specific to the project that is the subject of this Contract. The insurance shall provide \$Contract Amount in coverage and a three-year extended discovery period following completion of the term of this Contract.

The Concessionaire shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the DNR. The certificates shall be subject to approval by the DNR. The insurer shall state in the certificate that no cancellation of the insurance may be made without at least thirty (30) days' prior written notice to the DNR. Approval of the insurance certificates by the DNR shall not relieve the Concessionaire of any obligation under this Contract.

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**SECTION 15 FEDERAL FUNDING CONDITIONS**

The Concessionaire shall comply with all applicable federal requirements, including but not limited to 2 CFR Chapter I, Chapter II, Part 200, et al. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule).

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**SECTION 16 USE OF THIRD PARTIES AND SUBCONCESSIONAIRES**

- 16.1** Option 1: The Concessionaire may not contract with third parties for the performance of any of the Concessionaire's obligations under this Contract.
- 16.2** Option 2: The Concessionaire may contract with third parties for the performance of the Concessionaire's obligations under this Contract only to the extent specified below:  
(Specify subcontracting allowance and requirements as applicable).

The following conditions shall apply when contracting with third parties for the performance of any obligations under this Contract:

- 16.1.1** All subcontracts shall be subject to prior approval by the DNR. The DNR's consent shall not be deemed in any way to provide for the incurrence of any obligation of DNR in addition to the remuneration agreed upon in this Contract. Any subcontract to which DNR has consented shall be in writing and shall in no way alter the terms and conditions of this Contract.
- 16.1.2** The Concessionaire may enter into subcontracts to complete the work required by this Contract provided that the Concessionaire remains responsible for all services performed under this Contract. No subcontract or delegation of work shall relieve or discharge the Concessionaire from any obligation, provision, or liability under this Contract. The Concessionaire shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any subConcessionaire.
- 16.1.3** All restrictions, obligations and responsibilities of the Concessionaire under this Contract also shall apply to the subConcessionaires.
- 16.1.4** DNR shall have the right to request the removal of a subconcessionaire from the Contract for good cause. The Concessionaire shall indemnify, defend and hold harmless DNR and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Concessionaire's breach of any subcontract in which it enters, including Concessionaire's failure to pay any and all amounts due by Concessionaire to any subConcessionaire.
- 16.1.5** Each subcontract shall contain provisions for DNR access to the subConcessionaire's books, documents, and records and for inspections of work, as required of Concessionaire herein.
- 16.1.6** Any action of a subConcessionaire, which, if done by Concessionaire, would constitute a breach of this Contract, shall be deemed a breach by Concessionaire and have the same legal effect.
- 16.1.7** If delay results from a subConcessionaire's conduct, from the Concessionaire's negligence or fault, or from circumstances which by the exercise of reasonable diligence the Concessionaire should have been able to anticipate or prevent, then the Concessionaire shall be in default.
- 16.1.8** If the Contract is subject to the provisions of Iowa Code chapter 8F, then the Concessionaire shall comply with Iowa Code chapter 8F with respect to any subcontract Concessionaire enters into pursuant to this Contract. Any compliance documentation, including but not limited to certification, received from any subConcessionaire shall be forwarded to DNR immediately.
- 16.1.9** Campground hosts may be used as a third party to sell firewood for the Concessionaire upon DNR review and approval of an agreement between the Concessionaire and campground host. The terms of the agreement shall not interfere with or take priority over the terms of the campground host agreement in place with the DNR.

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**SECTION 17 GENERAL TERMS AND CONDITIONS**

**DAS General Terms and Conditions.** Except as otherwise stated in these DNR Standard Contract Conditions, the General Terms and Conditions for this Contract shall be the DAS General Terms and Conditions for Services, which may be found at <https://das.iowa.gov/procurement/terms-and-conditions>.

In addition to any other exceptions to or supersession of the DAS General Terms and Conditions contained in these DNR Standard Contract Conditions, the following portions of the DAS General Terms and Conditions are excluded from this Contract:

- 1.10.5 (Change Order Procedure),
- 1.11 (Legislative Changes)
- 1.14 (Acceptance Testing)
- 1.15.6 (Non-exclusive Rights)
- 1.15.23 (Time is of the Essence)
- 1.15.39 (Reporting Requirements)

#### **SECTION 18 CONFLICT BETWEEN DNR STANDARD CONTRACT CONDITIONS AND GENERAL CONDITIONS**

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If there is a conflict between these DNR Standard Contract Conditions and the DAS General Terms and Conditions, these DNR Standard Contract Conditions shall prevail.