



including, but not limited to, the Bidder's competence and qualifications to provide the goods or services requested, the Bidder's integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services offered by the Bidder and the best interest of the DNR.

**"Responsive Bid"** means a Bid that complies with each of the provisions of this RFQ, or is either an alternative bid or a bid with an exception, if accepted by the DNR.

### **1.3 Background Information**

This RFQ is designed to provide Bidders with the information necessary for the preparation of competitive Bids. The RFQ 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 Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

## **SECTION 2 ADMINISTRATIVE INFORMATION**

### **2.1 Issuing Officer**

The Issuing Officer identified in this solicitation is the sole point of contact regarding the RFQ from the date of issuance until selection of the successful Bidder.

### **2.2 Restriction on Communication**

From the issue date of this RFQ until announcement of the successful Bidder, Bidders may contact only the Issuing Officer. The Issuing Officer will respond only to electronic questions regarding the procurement process. Questions related to the interpretation of this RFQ must be submitted as provided in Section 2.3. Oral questions related to the interpretation of this RFQ will not be accepted. Bidders may be disqualified if they contact any DNR employee other than the Issuing Officer about the RFQ.

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 RFQ through an addendum.

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

Bidders are invited to submit written questions and requests for clarifications regarding the RFQ. Bidders may also submit suggestions for changes to the specifications of this RFQ. 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 RFQ cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFQ, Bidder 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 RFQ cover sheet. The DNR's written responses will become an addendum to the RFQ. If the DNR decides to adopt a suggestion that modifies the RFQ, the DNR will issue an addendum to the RFP.

### **2.4 Amendment to the RFQ**

The DNR reserves the right to amend the RFQ at any time using an addendum. The Bidder will acknowledge receipt of all addenda in its Bid. It is the Bidder's sole responsibility to check daily for addenda to posted documents.

### **2.5 Submission of Bids**

The DNR must receive the Bid before the "Bids Due" date and time. **This is a mandatory requirement and will not be waived by the DNR. Any Bid received after this deadline will not be accepted.** It is the Bidder's responsibility to ensure the bid is received prior to the deadline.

### **2.6 Costs of Preparing the Bid**

The costs of preparation and delivery of the Bid are solely the responsibility of the Bidder.

### **2.7 No Commitment to Contract**

The DNR reserves the right to reject any or all Bids received in response to this RFQ, cancel this RFQ, or advertise a new RFQ at any time prior to the execution of the Contract. Issuance of this RFQ 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 RFQ. 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**

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 Bid, the Bidder agrees that it will not bring any claim or cause of action against the DNR based on any misunderstanding concerning the information provided herein or concerning the DNR's failure, negligent or otherwise, to provide the Bidder with pertinent information in this RFQ.

## **2.11 Evaluation of Quotes Submitted**

The DNR will evaluate the Responsive Bids submitted by Responsible Bidders to determine the lowest responsible bidder(s) and will award the Contract(s) to the Bidder(s) submitting the lowest responsible bid(s) based on price.

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

Notice of Intent to Award the Contract(s) will be sent to all Bidders submitting a timely Bid. 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. If the apparent successful Bidder 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 Bidder the DNR believes will provide the best value to the DNR.

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

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

## **SECTION 3 – STATEMENT OF WORK AND SPECIFICATIONS**

### **Overview**

The successful Respondent will provide the services to the DNR in accordance with the requirements as provided in this Scope of Work.

### **3.1 Statement of Work**

The Department of Natural Resources (DNR) is seeking a Service Provider to complete 15.0 acres of brush management on the Jorgensen site enrolled in the Iowa Habitat Access Program. DNR anticipates that the term of any resulting contract will be July 1, 2023 through December 31, 2023.

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

Deliverables	Task Milestone Date
<p><b>Task 1: Brush Management</b> Summer 2023: 15 acres</p> <p><b>Description:</b> Contractor shall treat black locust trees and cedars identified in the areas in Attachment A from August 2 – September 30, 2023. Black locust trees shall be controlled using basal herbicide bark applications using triclopyr ester, as labeled for low volume basal bark application to woody plants, and base oil dye to identify treated trees. Cedars shall be treated by cutting them off at ground level.</p> <p><b>Contractor shall hold an Iowa Commercial Pesticide Applicators License issued by the Iowa Department of Agriculture and Land Stewardship (IDALS) Pesticide Bureau and provide the license # to the DNR Project Manager.</b></p>	<p>Between August 2, 2023 and September 30, 2023</p>

**3.2 Minimum Bidder Qualifications/Equipment Specifications:** The following are minimum qualifications required for this project:

- Contractor must hold an Iowa Commercial Pesticide Applicators License issued by the Iowa Department of Agriculture and Land Stewardship (IDALS) Pesticide Bureau and provide the license # to the DNR Project Manager.

**SECTION 4 - FORM OF BID**

**Instructions** – Bidder is to complete the following. Fill out items with blanks. Indicate “yes” or “no” on items requesting agreement. If a “no” response is indicated, exception must be noted on Attachment 3.

**4.1 Bidder Information**

Business Name: \_\_\_\_\_  
Official Address: \_\_\_\_\_  
Firm's State or Foreign Country of Residence: \_\_\_\_\_  
Sales Contact: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_ Iowa Contractor Registration #: \_\_\_\_\_

**4.2 Contract Terms and Conditions**

The Contract(s) that the DNR expects to award as a result of this solicitation will be based upon the final Bid submitted by the successful Bidder and the solicitation. The contract between the DNR and the successful Bidder will be a combination of the specifications, terms and conditions of the solicitation, the contract terms and conditions in this solicitation, the offer of the Bidder contained in the final Bid submitted by the Bidder, written clarifications or changes made in accordance with the provisions of the solicitation, and any other terms deemed necessary by the DNR, except that no objection or amendment by a Bidder to the provisions or terms and conditions of the solicitation will be incorporated into the Contract unless the DNR has explicitly accepted the Bidder’s objection or amendment in writing. By submitting a response, each bidder acknowledges its acceptance of the terms and conditions of the contract template “DNR Standard Contract Conditions” and “General Conditions” found at <http://www.iowadnr.gov/About-DNR/RFP-Bid-Lettings>.

Bidder has read and agrees to this section:       Yes    No

**4.3 Specifications**

Bidder is able to provide and performed as specified in Section 3. By indicating “yes”, a Bidder agrees that it will comply with that requirement throughout the full term of the resulting Contract, if the Bidder is successful. In addition, for specific requirements, the Bidder will provide, if requested, specific references and/or supportive information to verify the Bidder’s compliance with the requirement. Failure to provide this information may cause the Bid to be deemed non-responsive and therefore rejected. The DNR reserves the right to determine whether the supportive information submitted by the Bidder demonstrates the Bidder will be able to comply with the Bid Requirements. If the DNR determines the supportive information does not demonstrate the Bidder will be able to comply with the Bid Requirements, the DNR may disqualify the Bid. Please enter the required information on the attachment and upload the document.

Bidder has read and agrees to this section:       Yes    No

**4.4 Bidder Experience**

The Bidder must provide the following information regarding its experience:

- Number of years in business
- Number of years of experience with providing the types of goods and/or services sought by the solicitation.

**4.5 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 -	\$2 million
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

The Contractor is required to submit 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' prior to 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, and 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.

**4.6 Payment Terms**

Per Iowa Code § 8A.514 the DNR of Iowa is allowed sixty (60) days to pay an invoice submitted by a Bidder.

What discount will you give for payment in 15 days? \_\_\_\_\_

What discount will you give for payment in 30 days? \_\_\_\_\_

Bidder has read and agrees to this section:  Yes  No

**4.7 Cost Proposal**

Bidder's Cost Proposal must include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices). All pricing to be FOB Destination, freight cost and all expenses included; and based on Net 60 Days Payment Terms. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

Task	Unit Cost	Time Frame	Total Costs
Task 1: Brush Management	Quantity: <u>15.0 acres</u>	Between August 2, 2023 and September 30, 2023	\$
	\$ _____ / Per Acre _____		
<b>Grand Total Quote</b>			\$

Bidder has read and agrees to this section:  Yes  No

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

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

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

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

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

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

**ATTACHMENT #3 - EXCEPTIONS FORM**

Please list any and all exceptions to this RFQ in this section. Include section and reason for exception: (Make additional pages if necessary)

<b>Section</b>	<b>Exception</b>
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	