

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

RFP COVER SHEET

Administrative Information:

TITLE OF RFP: Prairie Resources Center Prairie Propagation Collaboration **RFP Number:** 22CDWBRHARR-2203

Bureau: Wildlife Bureau

DNR seeks to purchase: Services from qualified institution of higher education to expand growing operations, propagate seedlings, and collaborate with DNR on aspects of prairie plant species growth, seed production, harvest, and processing.

Number of mos. or yrs. of the initial term of the contract: 12 months **Number of possible annual extensions:** 2

Tentative Contract term start date: October 29, 2021 **Tentative Contract term end date:** October 31, 2022

DNR Issuing Officer: Ryan N. Harr
712-250-0818 ryan.harr@dnr.iowa.gov
524 Lawler Street, Iowa Falls, Iowa 50126

| PROCUREMENT TIMETABLE—Event or Action: | Date/Time (Central Time): |
|---|----------------------------------|
| DNR Posts Notice of RFP on TSB website | <u>9/27/2021</u> |
| DNR Issues RFP | <u>9/29/2021</u> |

Site Visit Location and Address: N/A

RFP written questions, requests for clarification, and suggested changes from Respondents are due: 10/07/2021

DNR’s written response to RFP questions, requests for clarifications, and suggested changes are due: 10/08/2021

Proposals Due Date: 10/11/2021

Proposals Due Time: 4:30 PM, CDT

Anticipated Date to Issue Notice of Intent to Award: 10/13/2021

Anticipated Date to Execute Contract: 10/29/2021

Relevant Websites: **Web-address:**
Internet website where Addenda to this RFP will be posted: <http://bidopportunities.iowa.gov/>
Internet website where contract terms and conditions are posted: <https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf>
<https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf>
<http://iowadnr.gov/About-DNR/RFP-Bid-Lettings>

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

The Department of Natural Resources (DNR) is seeking a Service Provider to assist the Wildlife Bureau's Prairie Resource Center (PRC) in expanding all aspects of prairie seed propagation capacity, including greenhouse production, pollination, species-specific grow plot/field plot production, harvest, and post-harvest processing. The DNR additionally views this collaboration and an exceptional opportunity to involve pre- and post-baccalaureate students and staff alike in innovative partnerships to not only develop aspects of seed production, but also contribute to the DNR's mission and operations through sourcing local ecotype seed establishing local relationships with other agencies, entities and landowners.

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.

3.1.1 If a Respondent proposes more than one solution to the RFP specifications, each will be labeled and submitted in a separate Proposal and each will be evaluated separately.

3.2 Technical Proposal

The following Respondent information will be included in the Technical Proposals. Items listed in Section 3.2 will be considered in the evaluation and scoring of the Technical Proposals:

3.2.1 Executive Summary

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

3.2.1.1 An overview of the Respondent's institution, agency or entity and relevant programmatic background to applicable to addressing DNR's need.

3.2.1.2 Statements that demonstrate that the Respondent has read, understands and agrees with the Terms and Conditions of the RFP including the Contract provisions in Section 6.

3.2.1.3 An overview of the Respondent's plans for complying with the Specifications and Scope of Work of this RFP including a list of facilities, space, fields and potential staff that will be used for completion of the Tasks

3.2.1.4 A list of all individuals who will be principal investigators, directors, or co-directors of the work to be conducted.

- 3.2.1.5 Any other summary information the Respondent deems to be pertinent.
- 3.2.1.6 Name, address and telephone number of the Respondent's Representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.1.7 Name, contact information and qualifications of any subcontractors who will be involved with this project that the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.

3.2.2 Experience

The Respondent must provide the following information regarding its experience:

- 3.2.2.1 Number of years each investigator, director, or co-director has in relevant related field to prairie plant propagation (botany, forestry, wildlife, plant pathology, plant production, conservation science, crop science, natural resources, etc).
- 3.2.2.2 Number of years of experience related to greenhouse plant production, field production, or other production means.
- 3.2.2.3 A list of publications or selected works relating to the general practice of botany, forestry, wildlife, plant pathology, plant production, conservation science, crop science, natural resources, or related field.
- 3.2.2.4 List of references from two (2) entities (government or private) knowledgeable of the Respondent's performance in providing services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

3.3 Cost Proposal

The Respondent will provide its Cost Proposal with the proposal for the proposed goods and services using Attachment #5 – Cost Proposal.

SECTION 4 DESCRIPTION OF WORK AND SCOPE OF WORK

Overview

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

4.1 Statement of Work The Department of Natural Resources (DNR) is seeking a qualified Respondent to assist the Wildlife Bureau's Prairie Resource Center (PRC) in expanding all aspects of prairie seed propagation capacity, including greenhouse production, pollination, species-specific grow plot/field plot production, harvest, and post-harvest processing. Specifically, the DNR seeks a collaborating institution of higher education or affiliated center to work directly with PRC staff in development of prairie seed propagation practices, including but not limited to: greenhouse establishment and production of seedlings; transfer of seedlings to grow plots/field plots; maintenance, harvest, local-ecotype sourcing, and post-harvest processing of seed, and work with DNR to distribute or deliver product. Further, the DNR anticipates that the successful Respondent will develop new information products related to production aspects, best practices, products, diseases, genetics (local ecotypes, varieties, etc.), or other related prairie seed developments. Contractor will perform the following Tasks by the Task Milestone Dates identified in the following table:

| Deliverables | Task Milestone Date |
|--|--|
| <p>Task 1: Assist DNR Prairie Resource Center Staff – Lehigh, IA</p> <p>Description: Contractor must provide a post-baccalaureate staff member to assist Prairie Resource Center (PRC) staff with prairie seed processing, information gathering, and transfer of seeds and propagules from DNR PRC located at Lehigh, Iowa to contractor greenhouse facility. Contractor must establish and maintain over-winter greenhouse grown plants.</p> | <p>No later than December 31, 2021</p> |
| <p>Task 2: Establish, develop, and maintain native prairie grow/field plots</p> <p>Description: Contractor must continue greenhouse propagation of seed provided by DNR PRC staff and establish native prairie plant species growing plots on up to 3.0 acres of appropriate soils. Contractor must then maintain native prairie plant growing plots throughout the growing season, including watering, weeding, cleaning, brushing, clearing, and other practices as directed by DNR PRC staff to encourage successful growth of prairie target species.</p> | <p>No later than May 31, 2022</p> |
| <p>Task 3: Harvest of prairie seed and post-harvest processing</p> <p>Description: Contractor must harvest or collect seed from grow plots and conduct post-harvest processing, including but not limited to: seed cleaning scarifying, cold-scarification, freeze-thaw cycles, packing, labeling, or other processes at the direction of the DNR’s PRC staff.</p> | <p>No later than October 31, 2022</p> |
| <p>Task 4: Work with DNR Prairie Resource Center staff to collect information, develop reports and information products, develop future species growth opportunities, source new local ecotype seed, or build collaborations – as directed</p> <p>Description: Contractor must continue maintenance of native prairie plant growing plots; staff shall also assist DNR – PRC staff with harvest of plots both locally, at PRC Lehigh, locate new or genetically distinct sources of prairie species (local ecotype) as directed by PRC staff. Information collected will be used to develop future species growth opportunities.</p> | <p>No later than October 31, 2022</p> |

4.2 Respondent Minimum Requirements

- At least three (3) directors, co-directors, investigators, or project leaders to supervise students, assistants, or post-baccalaureate staff involved with the project.
- At least one pre- or post-baccalaureate student or staff member to handle day-to-day maintenance of prairie seedling growth.
- Ability to provide at least one staff member to travel to DNR’s PRC up to three times during project period.
- At least 500 square feet of available, year-round, on-campus greenhouse space for over-winter propagation of seedlings.
- At least 3.0 acres of available, institution-owned growing plot or field plot space for growth and maturation of plants.
- At least 300 square feet of on-campus, post-harvest processing space for seed cleaning, scarification, and other processing needs.

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 lowest cost 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.

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. Brief Institution or Center overview including your capacity to complete the Statement of Work (including relevant minimum staff and ability to travel as described above);
- b. Work Plan including time frame, if not already specified by DNR, for completing the Statement of Work;
- c. Brief description of on-campus greenhouse space, institution-owned growing plot space, and on-campus post-processing space to be used for completing the Statement of Work (see section 4.2);
- d. Past performance of work that is identical or similar to the Statement of Work identified;
- e. Past performance of projects or collaborations with conservation agencies for Iowa DNR, USDA Natural Resources Conservation Service, U.S. Fish and Wildlife Service, County Conservation Boards, Iowa Natural Heritage Foundation, The Nature Conservancy, or other similar conservation entity;
- f. Experience or references that demonstrate, to the satisfaction of DNR, the expertise and ability of the Respondent to provide the Statement of Work described in the Informal RFP (may be in the form of curriculum vitae);
- g. Availability of pre- and post-baccalaureate students or staff to be involved in information development tasks;
- h. The capacity of the Respondent to meet minimum requirements stated in section 4.2 and to complete responsibilities described in the Statement of Work.

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 contract template “DNR Standard Contract Conditions” and “General Conditions” found at <http://www.iowadnr.gov/About-DNR/RFP-Bid-Lettings>.

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 - | \$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 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 #5 - COST PROPOSAL

Payment Terms

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

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

Cost Proposal

Respondent’s Cost Proposal will 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: Assist DNR PRC Staff | (Up to 3 trips) \$_____per trip | October 15 – December 31, 2021 | \$_____ (3 Trips) |
| Task 2: Establish, Maintain prairie growing plots | (Up to 3 acres) \$_____per acre | October 15, 2021 - May 31, 2022 | \$_____ (3 Acres) |
| Task 3: Harvest and post-processing | (Up to 3 acres) \$_____per acre | July 15 – October 31, 2022 | \$_____ (3 Acres) |
| Task 4: Reporting, development of future opportunities | \$_____per hour | October 15 2021 – October 31, 2022 | Not included with Total Costs |
| Grand Total Costs \$ | | | \$_____ |

Signature: _____

Date: _____

Printed Name and Title: _____

Name of Contractor Organization: _____

Address: _____

Phone: _____ **E-mail:** _____