

Iowa Department of Natural Resources (DNR)

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	Backbone State Park Concessions	RFP Number:	26C-CRDPBKBOHL-0002
DNR seeks to purchase:	Contract with a qualified service provider to operate and manage concession services, cabin rentals, and beach lodge rentals at Backbone State Park.		
DNR Issuing Officer:			
Name: Kim Bohlen			
Phone and E-Mail: (515) 360-3682/ kim.bohlen@dnr.iowa.gov			
DNR PROCUREMENT TIMETABLE—Event or Action:		Date/Time (Central Time):	
Posts Notice of RFP on TSB website		11/5/2025	
Issues RFP and Posts Notice of RFP on DAS Bid Opportunities website		11/7/2025	
Pre-Proposal Conference Location and Address: Backbone State Park Beach 1381 129th St, Dundee, IA 52038 *Meet at Concession Building		11/21/2025 11:00 a.m.	
Is the Pre-Proposal Conference Mandatory? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			
RFP written questions, requests for clarification, and suggested changes from Respondents due		12/1/2025 12:00 p.m.	
Follow-up to RFP written questions, requests for clarification, and suggested changes from Respondents due (no questions accepted or responded to after this date)		12/5/2025	
Proposals Due		12/19/2025 12:00 p.m.	
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://www.iowadnr.gov/about/rfp-bid-lettings	
Internet website where Respondents can learn more about the DNR:		https://www.iowadnr.gov/	
Number of Copies of Proposals Required to be Submitted:	1 emailed original		

SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this 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 5 of this RFP to the DNR identified on the RFP cover sheet. The DNR 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.

1.2 Definitions

For the purposes of this RFP and the resulting contract, the following terms will mean:

“DNR” means the DNR identified on the RFP cover sheet that is issuing the RFP and any other DNR that purchases from the Contract. In this case, the DNR is DNR.

“Contract” means the contract(s) entered into with the successful Respondent(s) as described in Section 7.1.

“Contractor” means the successful Respondent to this RFP.

“General Terms and Conditions” means the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

“Gross Receipts” means all revenues, receipts, and income of any kind received from all Concession Operations, excluding applicable taxes.

“Proposal” means the Respondent’s proposal submitted in response to the RFP.

“Respondent” means a vendor submitting a Proposal in response to this RFP.

“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 and the State.

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

“RFP” means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

“State” means the State of Iowa, the DNR, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

1.3 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. Through this RFP, the DNR is seeking to enter into a contract with a Contractor that will provide the services described herein.

Respondent should review Attachment 3, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked "Confidential" or "Proprietary" on every page may be disqualified.

Respondents will be required to email their Proposals. 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 6, Evaluation and Selection.

- 1.4 **Background Information.** Backbone State Park is located in northwest Delaware County between Strawberry Point and Dundee. The park is 2,001 acres of rugged forested terrain. Dedicated in 1920 as Iowa's first State Park it remains one of the most geographically unique parks in the state. The Maquoketa River runs through the park where it has created a narrow ridge of bed rock that rises above the river and gives the park its namesake. A designated trout stream, Richmond Springs, is contained entirely in the park and joins the Maquoketa in the North end of the park. The Maquoketa River is impounded at the south end of the park to form a 60-acre lake that only allows non electric motors and human powered vessels, canoes, kayaks, etc. There is a sand beach on the southeast shore of the lake below the lodge that offers unsupervised swimming. There are a variety of fish to catch in the park, including bluegill, crappie, bass, catfish, and trout. Trout are stocked in the park weekly by DNR fisheries.

There are 21 miles of multi-use trails contained in the park. There are trails for mountain biking, snowmobiling, and hiking. Rock climbing is also permitted in the park. The park also contains several structures built by the CCC, Civilian Conservation Corps, in the 1930's. They include 3 shelters, the beach day-use lodge, boathouse, auditorium and several pit latrines/bathrooms. All of these structures were updated in recent years to preserve them for future generations to enjoy, with several updates to the lodge, boathouse and shelters. The lodge is rented out for events and contains the concession stand and the boathouse is where the boat rentals are housed.

Backbone State Park offers two separate campgrounds for campers to enjoy. The South Lake Campground has 99 sites with 48 electric sites, 49 non-electric sites, and 2 youth group sites. The Six Pines Campground is primitive and contains 27 non-electric sites.

Backbone also holds 16 modern cabins set into the timber along the east shore of the lake. Each cabin is equipped with a fire ring, picnic table, stove, refrigerator, microwave, coffee pot, heat, A/C and modern plumbing. There are four log cabins, A-D that are 2-bedroom cabins with a covered deck. There are eight modern cabins, 1-8, that are cozy, one-bedroom, cabins. There are four deluxe log cabins that are two stories and contain two bedrooms, 1.5 baths and a covered deck.

Backbone has two shower buildings along with two pit latrines and a dump station in the South Lake campground. Six Pines has two pit latrines. There are two modern restrooms, one at the beach and one at the Auditorium. There are also three CCC pit latrines in the park as well.

There are five day-use shelters scattered around the park as well. These include the Beach Shelter, North Flats, South Flats, Richmond Springs, and West Gate shelters.

- 1.4.1 Beach Monitoring.** The beach at Backbone State Park is part of the DNR's beach monitoring program. All state monitored beaches are posted with Information Signs on indicator bacteria and blue-green algae toxins that provide general information regarding ways to reduce the potential health risk associated with swimming at public beaches. The signs will also inform the public of current monitoring efforts and ways to obtain the data.

From Memorial Day through Labor Day, water samples are collected and tested for indicator bacteria and blue-green algae toxins. Beaches that exceed Iowa's geometric mean water quality standard for bacteria (the geometric mean of 5 samples in a 30-day period exceed 126 colony forming units of E. coli bacteria per 100 ml of water) will be posted with a "**Swimming is Not Recommended**" sign. Beaches that exceed Iowa's advisory threshold level for cyanobacteria toxins ($\mu\text{g/L}$ total microcystins) will be posted with a warning sign that states, "**Swimming is Not Recommended.**"

Backbone's beach is classified as a vulnerable beach because the test results have exceeded the geometric mean standard for indicator bacteria more than two or more times in the previous five years. Because of this classification, the "**Swimming is Not Recommended**" sign will also be posted when the sample exceeds the one-time maximum water quality standard for indicator bacteria (235 CFU/100 ml). For more information regarding beach monitoring and test results, please visit the DNR beach monitoring website at: <https://www.iowadnr.gov/environmental-protection/water-quality/water-quality-monitoring-assessment#state-park-beach-monitoring>

- 1.4.2 Park Visitation, Camping and Cabin Guest Days.** Table 1 provides information regarding park visitation and camping and cabin guest days. Camping and cabin guest days are a cumulative total figured by multiplying the number of individuals on each reservation by the number of nights on each reservation.

Year	2018	2019	2020	2021	2022	2023	2024
Camping Guest Days	27,381	28,273	38,547	34,157	30,062	27,300	26,741
Cabin Guest Days	15,495	14,744	13,151	13,525	13,825	1,140	13,403
Lodge	6,193	5,260	2,089	2,325	2,351	2,582	3,356
Annual Visitation Estimate	207,300	217,500	615,000	549,600	561,500	383,500	445,500

Table 1

Table 1 Data Explanation:

2020: High use and high visitation due to COVID-19. Cabins closed from February to May for cabin deck renovations.

2021: Cabins closed part of the year and not accepting reservations for part of the year due to a planned road construction project.

2022: Cabins closed part of the year and not accepting reservations for part of the year due to a planned road construction project.

2023: Cabins closed January 1 until October 16 for road construction project and the lodge was only available on weekends.

1.4.3 Cabin Gross Revenue.

Table 2 identifies the cabin gross revenue over the last seven years.

Year	2018	2019	2020	2021	2022	2023	2024
Gross Cabin Revenue	\$240,050	\$220,590	\$224,940	\$262,095	\$379,336	\$39,950	\$307,070

Table 2

Table 2 Data Explanation:

2020: Cabins closed from February to May for cabin deck renovations.

2021: Cabins closed part of the year and not accepting reservations for part of the year due to a planned road construction project.

2022: Cabins closed part of the year and not accepting reservations for part of the year

due to a planned road construction project.

2023: Cabins close January 1 to October 16 for a planned road construction project.

1.4.4 Lodge Gross Revenue.

Table 3 identifies the lodge gross revenue over the last seven years.

Year	2018	2019	2020	2021	2022	2023	2024
Gross Lodge Revenue	\$8,125	\$6,313	\$5,000	\$5,875	\$7,000	\$7,375	\$10,575

Table 3

Table 3 Data Explanation:

2023: Due to a road construction project, the lodge was only available on the weekends.

1.4.5 Concession Gross Revenue.

Table 4 identifies the concession gross revenue over the last seven years.

Year	2018	2019	2020	2021	2022	2023	2024
Gross Concession Revenue	\$22,837	\$22,213	\$19,962	\$23,037	\$15,867	\$0	\$13,949

Table 4

Table 4 Data Explanation:

2023: Cabins were closed so there was no concession operation.

1.4.6 Concession Location. A map of Backbone State Park is attached (Attachment #6). A map highlighting the concession premises is attached (Attachment #7). A layout of the concession building (including interior photos) is attached (Attachment #8). Photos of the lodge interior and exterior (Attachment #9). Photos of the cabin interior and exterior (Attachment #10).

SECTION 2 ADMINISTRATIVE INFORMATION

2.1 Issuing Officer. The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

- 2.2 Restriction on Communication.** From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, 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. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

This section will not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

2.3 Downloading the RFP from the Internet.

The RFP document and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/>. The Respondent is advised to check the website periodically for Addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

2.4 Procurement Timetable

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

2.5 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to email written questions and requests for clarifications regarding the RFP. Respondents may also email 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 should reference the page and section number(s). The DNR will email written responses to questions, requests for clarifications, or suggestions received from Respondents on 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.

2.6 Amendment to the RFP

The DNR reserves the right to amend the RFP at any time using an addendum. The Respondent must 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.

2.7 Amendment and Withdrawal of Proposal

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

2.8 Submission of Proposals

The DNR is requiring each Respondent to **EMAIL** its Bid Proposal so that it is received by the Issuing Officer no later **than the date and time listed on the RFP cover sheet**. The Respondent must ensure the subject line of the email includes the RFP number as identified in the solicitation document. **This is a mandatory specification and will not be waived by the DNR.** Any Bid Proposal received after this deadline will be rejected. It is the Respondent's responsibility to ensure that the Bid Proposal is received prior to the deadline.

Respondents must furnish all information necessary to enable the DNR to evaluate the Proposal. Bid Proposals that fail to meet the mandatory requirements of the RFP shall be disqualified. Oral information provided by the Respondent will not be considered part of the Respondent's Proposal unless it is reduced to writing.

2.9 Proposal Opening

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

2.10 Costs of Preparing the Proposal

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

2.11 No Commitment to Contract

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

2.12 Rejection of Proposals

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

2.12.1 The Respondent fails to email the Proposal by the due date and time.

2.12.2 The Respondent acknowledges that a mandatory specification of the RFP cannot be met.

2.12.3 The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.

- 2.12.4** The Respondent's Proposal limits the rights of the DNR.
- 2.12.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
- 2.12.6** The Respondent fails to timely respond to the DNR's request for information, documents, or references.
- 2.12.7** The Respondent fails to include Proposal Security, if required.
- 2.12.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.11** The Respondent provides misleading or inaccurate responses.
- 2.12.12** The Respondent's Proposal is materially unbalanced.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the DNR from other sources) to satisfy the DNR that the Respondent is a Responsible Respondent.
- 2.12.14** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.12.15** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.
- 2.12.16** The Respondent has defaulted or had a similar contract terminated for cause in the last 24 months.

2.13 Nonmaterial Variances

The DNR reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the DNR, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the DNR waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the

Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the DNR.

2.14 Reference Checks

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

2.15 Information from Other Sources

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

2.16 Verification of Proposal Contents

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

2.17 Proposal Clarification Process

The DNR reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent's Proposal. The DNR will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to the DNR. An individual authorized to legally bind the Respondent must sign responses to any request for clarification. Responses must be submitted to the DNR within the time specified in the DNR's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.18 Disposition of Proposals

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

2.19 Public Records and Requests for Confidential Treatment

The DNR's release of public records is governed by Iowa Code chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The DNR will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.20 Form 22 - Request for Confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

2.21 Copyright Permission

By submitting a Proposal, the Respondent agrees that the DNR may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third party. The DNR will have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.22 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.

2.23 Respondent Presentations

Respondents may be required to provide either an on-site or web-based demonstration of the Respondent's product to verify and further evaluate information submitted in the Proposals. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the DNR. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Proposal. Respondents will be allotted 1-hour for a demonstration of the key functions and features described in Section 4 of this RFP. The presentation will be immediately followed by a 30-minute question and answer period. The presentation shall not materially change the information contained in the original Proposal. Respondents who fail to provide a presentation when requested, shall be disqualified.

2.24 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 6 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 and the State.

2.25 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 at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) shall be completed no later than forty-five (45) 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 extend the negotiation period, or cancel the award and negotiate a contract with any remaining Respondent the DNR believes will provide the best value to the State.

2.26 No Contract Rights until Execution

No Respondent will 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.

2.27 Choice of Law and Forum

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

2.28 Restrictions on Gifts and Activities

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

2.29 No Minimum Guaranteed

The DNR anticipates that the selected Respondent will provide goods and/or services as requested by the DNR. The DNR does not and will not guarantee any minimum compensation to be paid under any resulting Contract, or any minimum purchase of a selected Respondent's goods or services. In addition, no guarantee is made that a Respondent will be selected or any contract will be executed as a result of this RFP.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

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

3.1.1 The Proposal shall be divided into two separate parts: (1) **the Technical Proposal** and (2) **the Cost Proposal** that must be emailed to the Issuing Officer no later than **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 be rejected. Each part (Technical Proposal, Cost Proposal) of the Proposal shall be a **separate document attachment**. The document attachments shall be labeled as follows:

RFP 26C-CRDPBKBOHL-0002- Respondent Name -TECHNICAL PROPOSAL

RFP 26C-CRDPBKBOHL-0002-Respondent Name - COST PROPOSAL

3.1.2 If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit one (1) document attachment of the Proposal from which confidential information has been excised as provided in section 2.20. The document shall be labeled: **RFP 26C-CRDPBKBOHL-0002 – Respondent Name - PUBLIC COPY.**

- 3.1.3** Proposals should not contain promotional or display materials.
- 3.1.4** Attachments are to be referenced in the Proposal.
- 3.1.5** If a Respondent proposes more than one solution to the RFP specifications, each must be labeled and submitted in a separate Proposal and each will be evaluated separately.

3.2 Technical Proposal

The following documents and responses must be included in the Technical Proposal in the order given below. For Respondent's convenience, and to facilitate the review process, Respondents are requested to complete the Requirements Checklist provided as Attachment #4, to ensure that all items in Section 3.2 are submitted, and to use Attachment #4 as a cover page for its responses to 3.2. Failure to submit these items shall result in rejection of the Proposal as nonresponsive.

Items listed in Section 3.2 will be considered in the evaluation and scoring of the Technical Proposals:

3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Respondent must sign the transmittal letter. The letter must include the Respondent's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.

The Respondent must 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** 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 7.
- 3.2.1.2** An overview of the Respondent's plans for complying with the specifications of this RFP.
- 3.2.1.3** Any other summary information the Respondent deems to be pertinent.

3.2.2 Mandatory Specifications and Scored Technical Specifications

The Respondent must answer whether or not it will comply with each specification in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specification indicates, Respondent must explain how it will comply with the specification. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the DNR may reject the Proposal.

3.2.3 Respondent Background Information

The Respondent must provide the following general background information:

- 3.2.3.1** Name, address, telephone number, and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- 3.2.3.2** Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.
- 3.2.3.3** State of incorporation, state of formation, or state of organization.
- 3.2.3.4** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- 3.2.3.5** Number of employees.
- 3.2.3.6** Type of business.
- 3.2.3.7** Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.3.8** Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.
- 3.2.3.9** Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.3.10** The successful Respondent will be required to register to do business in Iowa before payments can be made.
For vendor registration documents, go to:
<https://das.iowa.gov/procurement/vendors/how-do-business>

The Respondent shall include similar information for any subcontractors to be engaged in any projects under this contract.

3.2.4 Experience

The Respondent must provide the following information regarding its experience:

- 3.2.4.1** Number of years in business.
- 3.2.4.2** Number of years of experience with providing the types of goods and/or services sought by the RFP.
- 3.2.4.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.

3.2.4.4 A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.

3.2.4.5 Letters of reference from three (3) previous customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

The Respondent shall include similar information for any subcontractors to be engaged in any projects under this contract.

3.2.5 Personnel

The Respondent must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. The following information must be included in the resumes:

3.2.5.1 Full name.

3.2.5.2 Education.

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

3.2.5.4 Job description for the purposes of this RFP.

The respondent shall include similar information for any subcontractors to be engaged in any projects under this contract.

3.2.6 Financial Information

The Respondent shall provide the following financial information:

3.2.6.1 Audited financial statements for the last three years, or for the life of the Company, whichever timeframe is shorter.

3.2.6.2 Provide a minimum of three financial references.

3.2.6.3 DNR is interested in understanding the ability of the Respondent to obtain the required funds for startup costs, investments, and continued operations under this Contract. Please provide credible, compelling documentation that the funds are available. Fully explain the financial arrangements you propose, including identifying the relationship between the available fund sources a commitment.

3.2.7 Termination, Litigation, Debarment

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

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

- 3.2.7.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- 3.2.7.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- 3.2.7.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- 3.2.7.5** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- 3.2.7.6** The Respondent must also state whether it or any owners (other than general public stockholders), officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Proposal or in termination of any subsequent contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to the DNR of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.
- 3.2.7.7** Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities.

The Respondent shall include similar information for any subcontractors to be engaged in any projects under this contract.

3.2.8 Criminal History and Background Investigation

The Respondent hereby explicitly authorizes the DNR to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

3.2.9 Acceptance of Terms and Conditions

By submitting a Proposal, each Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change, except as otherwise expressly stated in its Proposal. The specifications, terms and conditions of the "DNR Standard Contract Conditions" and "General Conditions" may be found at <http://www.iowadnr.gov/InsideDNR/RFPBidLettings.aspx>.

If the Respondent takes exception to a provision, the Respondent must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the

specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or responses materially alter the terms or requirements of the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the DNR, in its sole discretion, may deem the proposal non-responsive, resulting in possible disqualification.

3.2.10 Certification Letter

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

3.2.11 Authorization to Release Information

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

3.2.12 Form 22 – Request for Confidentiality

The Respondent shall sign and submit with the Proposal the document included as Attachment #3 (Form 22 – Request for Confidentiality) in which the Respondent declares if the Bid Proposal does or does not contain information for which confidential treatment will be requested.

3.2.13 Firm Proposal Terms

The Respondent must guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the number days indicated on the RFP cover sheet following the deadline for submitting Proposals.

3.2.14 Proposal Security

There is no bid bond required by this RFP.

3.3 Cost Proposal

The Respondent must provide its **Cost Proposal in a separate document** for the proposed goods and/or services. See **Attachment #5**. The minimum concession fee established for this RFP is 5% of gross receipts for each year of the Contract.

3.3.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. Payments shall be made by EFT/ACH or State Warrant. Respondents should indicate in their Cost Proposals all of the payment methods they will accept. **This information will not be scored as part of the Cost Proposal or evaluated as part of the Technical Proposal.**

3.3.1.1 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)

Respondents should provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf

3.3.1.2 State Warrant

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

3.3.2 Payment Terms

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

SECTION 4 DESCRIPTION OF WORK AND STATEMENT OF WORK

4.1 Overview

The DNR reserves the right to determine whether the supportive materials submitted by the Respondent demonstrate the Respondent will be able to comply with the Mandatory Requirements. If the DNR determines the supportive materials do not demonstrate the Respondent will be able to comply with the Mandatory Requirements, the DNR may disqualify the Proposal. The successful Respondent shall be obligated to provide all goods and/or services specified in this section.

4.2 Description of Statement of Work. The DNR seeks a Respondent who meets the qualifications to operate a concession and offer a broad range of services. The Respondent shall be responsible for maintaining the facilities and grounds and shall have the right, with approval from the DNR, to improve the facilities in the Respondent's and DNR's combined efforts to provide the best services to the users of Backbone State Park.

4.2.1 Facilities Provided by DNR. The DNR shall furnish the concession stand area, which includes appliances, a kitchen, a bathroom, a storage area. In addition, the DNR will furnish a boathouse and docks for boat rentals. The boathouse includes a service counter, a large storage/garage area, and access to water for cleaning boats. The DNR will also provide sixteen fully furnished modern cabins. Water and sewer service are provided to each facility by the DNR. Electricity is provided to the cabins by the DNR.

4.2.2 Equipment Provided by DNR. The DNR has the following equipment available for the operation. All other equipment needed to operate the concession shall be the responsibility of the Respondent.

1. Refrigerator - True, glass front, double-door (1988)
2. Freezer, Caravell, glass top, double-door (1999)
3. Convection oven, Lincoln (1998)
4. Warmer, Metro, glass front (1998)
5. Refrigerator, True (1998)
6. Serving cooler, Delfield (1998)
7. Serving table, stainless steel, Tabco (1998)
8. Stove, Hot Point (2022)
9. Double freezer, Frigidaire, commercial sliding door(2000)

10. Snooker Commercial Ice Maker SK-169S

11. Dock sections (60x70 courtesy dock with ADA kayak launch – New 2025)

4.2.3 Concession Services

4.2.3.1 Mandatory Required Services.

- 4.2.3.1.1 Snack type food items (soda, ice cream, candy, etc.)
- 4.2.3.1.2 Convenience store items (ice, charcoal, etc.)
- 4.2.3.1.3 Souvenirs
- 4.2.3.1.4 Boat rental, including but not limited to rowboats, canoes, kayaks, paddleboats, and paddle boards
- 4.2.3.1.5 Bait sales (bait dealer's license required)
- 4.2.3.1.6 Firewood sales
- 4.2.3.1.7 Provide all food, refreshments, merchandise, and souvenirs for sale
- 4.2.3.1.8 Provide all labor and equipment to operate concessions and maintain them in a clean, sanitary condition
- 4.2.3.1.9 Clean the beach daily, removing and properly disposing of all debris, litter and droppings

4.2.3.2 Cabin and Day-Use Lodge Rental Operation & Cleaning.

- 4.2.3.2.1 Coordinate walk-in cabin guest services and rental transactions
- 4.2.3.2.2 Monitor online lodge and cabin reservations
- 4.2.3.2.3 Process cabin and beach lodge check-in/check-outs
- 4.2.3.2.4 Provide all cleaning and related supplies needed for the routine maintenance of cabins and the beach lodge
- 4.2.3.2.5 Cabin cleaning (See Attachment #11)
- 4.2.3.2.6 Snow removal on sidewalks
- 4.2.3.2.7 Weed trimming in the immediate vicinity around cabins and the lodge
- 4.2.3.2.8 Serve as contact for renters in case of after-hours issues (i.e. key code entry issues, power outage, equipment failures such as heating and cooling).
- 4.2.3.2.9 Respond to rental inquiries within 48-hours and notify park staff when Concessionaire will be absent due to vacation, illness, or similar reasons.

4.2.3.3 Optional Additional Authorized Services.

- 4.2.3.3.1 Limited catering (lodge and picnic shelter renters shall not be required to use this service for their rental event)
 - 4.2.3.3.1.1 Concession may provide catering to persons renting the beach lodge, picnic shelters
 - 4.2.3.3.1.2 Concessionaire may prepare special meals for the public and use the beach lodge for seating. Concessionaire shall reserve the lodge and pay the appropriate fee when providing this service.
- 4.2.3.3.2 Other rentals – games, bicycles, etc. with park staff approval
- 4.2.3.3.3 Provide bedding to cabin renter
- 4.2.3.3.4 Other – Respondent may suggest additional service to incorporate at the concession upon vetting by the DNR. The services should be designed in a manner to improve revenues and/or recreational opportunities at Backbone State Park. Any modification to the concession premises in order to provide additional services, including code and licensing requirements, is the responsibility of the Respondent and should not be identified in the proposal.

Respondent's proposal shall include services to be provided and a description of how the Respondent will provide concession services (mandatory and any additional services proposed).

4.2.4 Term of Contract.

The term of the Contract may be a minimum of one year up to a maximum of ten years.

Respondent's proposal shall include the number of years proposed for the contract.

4.2.5 Minimum Operating Season and Hours.

4.2.5.1 Operating Season.

4.2.5.1.1 The concession operation shall be open, at a minimum, each year from at least 10:00 a.m. to 7:00 p.m. (CST), beginning the Friday before the national Memorial Day holiday through the day after the national Labor Day holiday.

Respondent's proposal shall include the proposed operating season and all proposed operating hours beyond the minimum requirements stated in this section.

4.2.5.2 Boat Rental and Bait Sales.

4.2.5.2.1 Respondent shall offer boat rentals and bait sales, at a minimum, each year from at least 10:30 a.m. to 6:00 p.m. (CST), beginning the Friday before Memorial Day and ending the day after Labor Day.

4.2.5.3 Food Services and All Other Services.

4.2.5.3.1 Respondent shall be required to have food service and all other services available daily from at least 11:00 a.m. to 7:00 p.m. (CST), unless prior approval is granted, beginning the Friday before Memorial Day and ending the day after Labor Day.

4.2.5.4 Other Information.

4.2.5.4.1 The state park opens each day at 4:00 a.m. and closes at 10:30 p.m. Central Time. The concession operation may not operate before 5:00 a.m. or later than 10:00 p.m. Central Time. Temporary shortening of hours due to weather, lack of public use or any other circumstance will need to have prior approval from DNR. The DNR may require the Respondent to return to normal work hours, when in DNR's judgment, the condition causing the decreased use has ended. Regular operating hours shall be posted in a conspicuous location as directed by DNR.

4.2.5.4.2 Cabin and Lodge Rental Details.

4.2.5.4.2.1 Day-Use Lodge.

The facility is open for rentals annually from May 1 through October 15 and is closed the rest of the year. While reservations can be booked up

to 12 months in advance, the specific window for making a reservation is four days in advance during the open season (May 1 to October 15). The minimum stay is one day and the maximum stay is 14 days. Customers must check in at 10:00 am and check out at 10:30 pm, although earlier check-ins can be arranged. Reservations staff are required to contact guests in advance to confirm the key code and provide facility rules and cleaning requirements.

4.2.5.4.2.2 Modern Cabins.

The 16 Modern Cabins are available for rental year-round, and reservations can be booked up to 12 months in advance. The specific window for making a reservation is four days in advance during the peak season (May 1 – October 15) and seven days during the off-season (October 16 – April 30). Customers must observe a maximum stay of 14 nights. The minimum stay varies by season: a week-long stay is required from the Friday before Memorial Day to the Thursday after Labor Day (with the rental week starting on a Friday), while a two-night minimum stay applies during the rest of the year. The week-long stay requirement can be bypassed after the advanced reservation window closes by calling the concessionaire for a last-minute, two-night minimum reservation, entered as a walk-in. Check-in is at 4:00 pm and check-out is at 11:00 am. Reservations staff must contact guests in advance to provide the key code and the rules/cleaning requirements. Note that there are arrival blockers in place for certain holidays: no arrivals (including walk-ins) are permitted on Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day, though reservations can include these days.

4.2.6 Food and Other Food Service.

The contractor is encouraged to offer healthier food and beverage items at the concession. Healthier is defined as foods low in saturated fat, trans fats, cholesterol, salt (sodium), and added sugar. A healthier diet includes an emphasis on fruits, vegetables, whole grains, and fat-free or low-fat milk and milk products and inclusion of lean meats, poultry, fish, beans, eggs, and nuts.

Respondent's proposal shall include specific menu and vending items to be offered.

4.2.7 Boat Rental Requirements.

The Contractor shall be responsible for furnishing all vessels for rental (operated by for hire) by the public. All vessels operated for hire by the Contractor shall be registered as required by Iowa Code sections 462A.4 and 462A.5.

4.2.7.1 Vessels shall not be permitted to leave the boat rental area or dock without proper equipment as required by Iowa Code Chapter 462A.

4.2.7.2 All vessels operated for hire shall be subject to inspection as required by Iowa Code section 462A.20. Records shall be kept and vessels equipped in

accordance with Iowa Code section 462A.10 and any other applicable state and federal laws. The Contractor shall not offer any vessel for hire that is found to be in violation of Iowa Code 462A.

- 4.2.7.3** Registration fees for privately owned rental vessels are to be paid to the county recorder in the vessel owner's county of residence, or if the owner is a nonresident, in the county of the vessel's principal use. Registration fees for any state-owned vessels furnished for the Contractor's use are to be paid to the DNR.

Respondent's proposal shall include a listing of the types of boats which will be included in the boat rental operation.

- 4.2.8 Staffing.** The Contractor or responsible agent, who shall be 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. Contractor acknowledges that from a public viewpoint, Contractor employees are direct representatives of the DNR. Therefore, Contractor shall require all employees conduct themselves in a professional manner befitting a State employee. All employees and volunteers shall use appropriate language and actions at all times. Employees, agents, and volunteers who come in contact with the public shall be neat, clean, and be identifiable to the public either in a uniform or wearing a name badge.

Respondent's proposal shall include a description of the staffing plan to operate the concession.

- 4.2.9 Use of Environmentally Friendly Practices and Materials.** Contractor shall work with park staff to recycle items such as glass, paper/cardboard, metal and certain plastics as much as reasonably possible. Contractor is also encouraged to participate in other recycling programs available locally. Contractor is encouraged to incorporate the use of environmentally friendly materials in the operation.

Respondent's proposal shall identify any environmentally friendly materials that will be used in the operation. Respondent's proposal shall also include any environmentally friendly practices such as recycling it intends to use in the operation.

4.2.10 Other Contract Information.

4.2.10.1 Cabin Rentals, Walk-ins, and Cleaning.

- 4.2.10.1.1** The Concessionaire shall be available in person to check-in cabin renters, unless previous arrangements have been made for late arrivals. The Concessionaire is responsible for providing directions to the cabins, collecting fees, furnishing keys or key codes, and ensuring the renters are

familiar with the rules and regulations governing both the state park and the cabins.

At check-out, the Concessionaire shall check the cabins to determine that the facility, furnishings, and equipment are in satisfactory condition. The Concessionaire shall deduct all expenses necessary for the repair or replacement of state-owned property before returning a renter's damage deposit. The Concessionaire shall provide a documented record of the nature of the repairs and the actual cost to the DNR and cabin renter.

The Concessionaire is responsible for the weekly cleaning and sanitation of the cabin facilities and equipment.

4.2.10.2 Day-use Lodge Rentals, Walk-ins, and Cleaning.

4.2.10.2.1 The Concessionaire shall be available to check-in lodge renters unless previous arrangements have been made. The Concessionaire is responsible for providing directions to the lodge, collecting fees, furnishing keys or key codes, and ensuring the renters are familiar with rules and regulations governing both the state park and the lodge.

At check-out, the Concessionaire shall check the lodge to determine that the facility, furnishing, and equipment are in satisfactory condition. The Concessionaire shall deduct all expenses necessary for the repair or replacement of state-owned property before returning the renter's damage deposit. The Concessionaire shall provide documented record of the nature of the repairs and the actual cost to the DNR and lodge renter.

The Concessionaire is responsible for the weekly cleaning and sanitation of the lodge facilities and equipment.

4.2.10.3 Firewood Sales and Label Requirements.

Movement of firewood into campgrounds is a common way to spread numerous forest pests that impact the forest resource. The current pest of concern is the Emerald Ash Borer *Agrilus planipennis* or EAB, a new pest from Asia that was discovered in the Detroit, Michigan area in 2001-2002. EAB has killed tens of millions of native ash trees in the United States and Canada. EAB is a very difficult pest to detect, with the major movement of EAB being by the transportation of ash firewood from infested areas into uninfested areas.

In March 2014, the entire state of Iowa was placed under a U.S. Department of Agriculture (USDA) federal firewood transport quarantine due to the infestation of EAB. It is illegal to move all ash products and all hardwood firewood from a quarantined area, into a non-quarantined area, or vice versa.

Certain areas within Colorado, Connecticut, Georgia, Illinois, Indiana, Kansas, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, New York, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia, Wisconsin, Ontario and Quebec (Canada) are currently under a federal firewood transport quarantine established by the Animal and Plant Health Inspection Service (APHIS), USDA to prevent the spread of EAB.

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

4.2.10.4 Utilities.

The Respondent shall be responsible for payment of electricity and telephone service for the concession building. The DNR shall furnish sewer and water to the concession building. Water to the lodge and boathouse will be shut off seasonally by park staff.

4.2.10.4.1 Electricity. Electricity is provided by the DNR to all cabins. Respondent shall pay the DNR \$200 per month for each full month the concession operation is open. Respondent shall pay \$125 for each partial month the concession operation is open.

4.2.10.4.2 Telephone. Respondent shall be solely responsible for all costs associated with establishing and maintaining communication services at the concession location. This includes all installation charges, required deposits, and monthly service fees for the primary line. A functional cell phone satisfying all operational needs is considered sufficient for the primary communication requirement. Any additional lines deemed necessary by Respondent for the concession's operation shall also be the responsibility of the Respondent.

4.2.10.5 Maintenance. Respondent shall adequately maintain all DNR provided facilities and equipment to the satisfaction of the DNR based upon the standards outlined in the Cabin Cleaning and Maintenance Expectations document identified as Attachment #11. All necessary minor repairs or replacement shall be the responsibility of the Respondent (value of \$250 or less). Any equipment needed to operate and maintain the concession premises shall be the responsibility of the Respondent. Respondent 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 related to public improvement projects.

Repairs necessitating replacement of plumbing pipes or fixtures, furnace parts, or other structural repairs shall be coordinated with park staff.

The park staff shall be responsible for mowing the area around the rental cabins. Trimming of grass adjacent to sidewalks and other fixtures shall be the responsibility of the Respondent.

The park staff shall be responsible for snow and ice removal from the park roads leading to the cabins. The Respondent shall be responsible for all other snow and ice removal from the sidewalks, ramps and porch areas of the cabins.

The Respondent shall make the cabins available to park staff for two weeks in April or May of each year for maintenance projects (refinishing floors, major repairs, etc.). Park staff shall work with Respondent to determine which two weeks in April or May the work will be completed.

4.2.10.6 Accounting and Record Keeping. The Respondent shall be responsible for providing the DNR monthly gross cash sales reports on forms provided by the DNR (Attachment #12) and quarterly balance sheet and profit/loss statements. Respondent shall be responsible for maintaining records in accordance with state record-handling procedures. The Respondent shall also furnish the DNR a complete inventory of equipment owned or leased by or loaned to the Respondent at the start of the contract period on forms provided by DNR (Attachment # 13) for that purpose. Any additional equipment shall be reported as soon as it is acquired or placed in service.

4.2.10.7 Surety Bond Requirement. The Respondent shall be required to have a surety bond on file with the DNR in an amount that is equivalent to the concession fee payment proposed for each year of the contract. The surety bond must be payable to the DNR prior to any actual operation of concession. The bond shall be conditioned for the faithful performance of this contract, the payment of all charges and fees due to 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 are returned to the DNR in satisfactory condition. The DNR shall be notified of any changes in surety bond coverage prior to the change. The minimum concession fee requirement can be found in section 3.3 "Cost Proposal".

4.2.11 Business Plan. The successful Respondent may be required to submit a Business Plan prior to final negotiation of the contract for review by DNR.

SECTION 5

RESERVED.

SECTION 6 EVALUATION AND SELECTION

- 6.1 Introduction.** This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. 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 State.
- 6.2 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 evaluation committee will recommend an award based on the results of their evaluation to the DNR or to such other person or entity who must approve the recommendation.
- 6.3 Overview of Evaluation Process.** The DNR shall conduct a preliminary evaluation of all submitted Technical Bid Proposals to determine if they comply with the Format and Content requirements described in the RFP (*i.e.* to determine if the Contractor is a responsible Contractor submitting a Responsive Bid Proposal). Bid Proposals that do not comply with the Format and Content requirements may be rejected as unresponsive by the DNR, without further scoring of the technical proposal. Technical proposals that are deemed responsive by the DNR will be forwarded to the members of the DNR evaluation committee for scoring. **All Cost Proposals will remain unopened and separated from the Technical Proposals until the DNR evaluation committee has completed its evaluation of the Technical Proposals.**
- 6.4 Tied Score and Preferences.** Preferences required by applicable statute or rule shall be applied, where appropriate.
- 6.4.1** An award will be determined by a drawing when responses are received that are equal in all respects and tied to price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings will be documented.
 - 6.4.2** Notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside of the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside of the State of Iowa, a drawing will be held among the Iowa Respondents only.
 - 6.4.3** In the event of a tied score between Iowa Respondents, the DNR will contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, will be given to Iowa Respondents complying with ESGR standards.
 - 6.4.4** Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.
 - 6.4.5** Preferences required by applicable statute or rule will also be applied, where appropriate.

6.5 Evaluation Criteria. Evaluation of proposals will be based on the following criteria, which are not listed in any particular order of importance:

- 6.5.1** Annual concession fee to be paid to the DNR.
- 6.5.2** The Respondent's financial stability, based upon a review of the Contractor's existing profitability, equity, available cash, and other applicable financial data.
- 6.5.3** Respondent's professional managerial experience and other concession-related experience, performance record, and letters of references.
- 6.5.4** Compliance and thoroughness of Respondent's response to RFP Technical Proposal.
- 6.5.5** A check of all business and personal references given in the proposal.
- 6.5.6** The use of environmentally friendly practices and materials including, but not limited to, participation in recycling programs, use of items that contain recycled-content materials, use of energy-efficient appliances and equipment, and light pollution reduction.
- 6.5.7** The results of a criminal background check and driver's license record check.

SECTION 7 CONTRACT TERMS AND CONDITIONS

- 7.1 Contract Terms and Conditions.** The Contract that the DNR expects to award as a result of this RFP will comprise the specifications, terms and conditions of the RFP, written clarifications or changes made by the DNR to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the General Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the DNR. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the General Terms and Conditions will be incorporated into the Contract unless DNR has explicitly accepted the Respondent's objection or amendment in writing.

The Contract terms and conditions in this Section 7 and the General Terms and Conditions will be incorporated into the Contract. The General Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with these specifications should be included in any pricing quoted by the Respondent.

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify the provision by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the DNR may reject the Proposal, in its sole discretion.

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

7.2 Selection Contingent Upon Contract Negotiations. The initial selection of a Respondent means that the DNR will negotiate in good faith with the selected Respondent in expectation of executing a contract. If the DNR determines within its sole discretion that it cannot execute a contract with the selected Respondent, then it may select a new Respondent based on the next highest score or reissue an RFP at a later time.

7.3 Contract Length. The term of the Contract is intended to begin and end on the dates indicated on the RFP cover sheet. The DNR will have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFP cover sheet. The effective date of the contract will not precede the date upon which both parties have signed the contract and the date upon which the contract is approved by the Natural Resources Commission, if such approval is required. DNR shall have the sole option to renew and extend this Contract for up to the number of annual extensions identified on the RFP cover sheet, adding up to no more than ten years total, by executing a signed Contract prior to the expiration of this Contract.

7.4 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 – Comp/Op Aggregate Personal injury Each Occurrence	\$2 million \$1 Million \$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$1 Million \$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

Acceptance of the insurance certificates by the Department will not act to relieve Contractor of any obligation under this Contract. It will be the responsibility of the 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 State or the Department 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.

7.5 Acceptance of Terms and Conditions. A Respondent's failure to state an exception to any provision and propose alternative language may be deemed by the DNR to constitute Respondent's acceptance thereof. No objection or amendment by a Respondent to the provisions or terms and conditions shall be incorporated into the Contract unless the DNR has explicitly accepted the Respondent's objection or amendment in writing. With regard to the "Special Conditions" portion of the contract forms, DNR and the successful Respondent may agree to modifications to the terms of the "Special Conditions" as necessary to negotiate the terms of a contract. The State reserves the right to refuse to enter into a contract with the successful Respondent for any reason, even after delivery of notice of selection or intent to award a contract.

The terms and conditions as stated herein relate only to this RFP, and do not extend to other or future contracts a prospective Respondent may currently have or may have in the future with the DNR, nor do the terms and conditions as stated herein relate to any other DNR procurement which may be in process.

7.6 Deadline for Execution of Contract. By Submitting a proposal, each Respondent agrees that any and all contracts resulting from this RFP must be negotiated and signed by all parties not later than May 31, 2026, unless such deadline is extended by the DNR in writing. Any failure by a successful Respondent or its third-party Contractors to negotiate and sign a contract with the State of Iowa prior to this deadline may result in suspension or termination of negotiations with the successful Respondent, and the DNR may elect to negotiate with any other Respondent.

Attachment # 1 - Certification Letter

Alterations to this document are prohibited, see section 2.12.14.

[Date]

Kim Bohlen, Issuing Officer
Iowa Department of Natural Resources
6200 Park Ave, Ste 200
Des Moines, IA 50321

Re: **RFP 26C-CRDPBKBOHL-0002** - PROPOSAL CERTIFICATIONS

Dear Mrs. Bohlen:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]**_____ (Respondent) in response to **DNR RFP 26C-CRDPBKBOHL-0002** for **Backbone State Park Concessions** are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

Certification of Independence

I certify that I am a representative of Respondent expressly authorized to make the following certifications on behalf of Respondent. By submitting a Proposal in response to the RFP, I certify in behalf of the Respondent the following:

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the DNR or with any person serving as a member of the evaluation committee.
2. The Proposal has been developed independently, without consultation, communication or agreement with any other Respondent or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Proposal has not been and will not be knowingly disclosed, directly or indirectly prior to DNR's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Respondent to induce any other Respondent to submit or not to submit a Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Respondent and the DNR or any other State DNR that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal DNR or State DNR; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered

against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the DNR has relied upon when this transaction was entered into. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to other remedies available, the DNR may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(4) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state DNR must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Respondents to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Proposal in response to the (RFP), the Respondent certifies the following: (check the applicable box)

☐ Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or

☐ Respondent is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

Respondent also acknowledges that the DNR may declare the Respondent’s Proposal or resulting contract void if the above certification is false. The Respondent also understands that fraudulent certification may result in the DNR or its representative filing for damages for breach of contract in addition to other remedies available to DNR.

Sincerely,

Signature

Name and Title of Authorized Representative Date

Attachment #2 - Authorization to Release Information Letter
Alterations to this document are prohibited, see section 2.12.14.

[Date]

Kim Bohlen, Issuing Officer
Iowa Department of Natural Resources
6200 Park Ave, Ste 200
Des Moines, IA 50321

Re: **RFP 26C-CRDPBKBOHL-0002** - AUTHORIZATION TO RELEASE INFORMATION

Dear Mrs. Bohlen:

[Name of Respondent]_____ **(Respondent)** hereby authorizes the **DNR** ("DNR") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to **RFP 26C-CRDPBKBOHL-0002**.

The Respondent acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Respondent acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Respondent is willing to take that risk.

The Respondent hereby releases, acquits and forever discharges the State of Iowa, the DNR, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the DNR or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFP.

The Respondent authorizes representatives of the DNR or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to RFP.

The Respondent further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Respondent's Proposal. The Respondent hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Respondent that it may have or ever claim to have relating to information, data, opinions, and references supplied to the DNR or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to RFP.

An electronic copy of this signed Authorization is as valid as an original.

Sincerely,

Signature

Name and Title of Authorized Representative Date

Attachment #3 Form 22 – Request for Confidentiality

SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

A Respondent not requesting confidential treatment of information contained in its Proposal must complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Proposal.

2. Confidential Treatment of Information is Requested

A Respondent requesting confidential treatment of specific information must: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Respondent believes confidential information appears and **CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by the DNR concerning the confidential status of such information.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Proposal as possible.

Failure to request information be treated as confidential as specified herein will relieve DNR and State personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent’s request for confidentiality that does not comply with this form or a Respondent’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent’s Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

If DNR receives a request for information that Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Respondent must, at its sole expense, appear in such action and defend its request for confidentiality. If Respondent fails to do so, DNR may release the information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order

restraining its release from a court possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent's request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, DNR may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

Respondent acknowledges that the proposal response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this proposal response.

This Form must be signed by the individual who signed the Respondent's Proposal. The Respondent must place this Form completed and signed in its Proposal.

- ***Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

_____ Company	_____ RFP Number	_____ RFP Title
_____ Signature (required)	_____ Title	_____ Date

(Proceed to the next page only if Confidential Treatment is requested.)

Part 2 - Confidential Treatment is Requested

The below information is to be completed and signed ONLY if Respondent is requesting confidential treatment of any information submitted in its Proposal.

NOTE:

- ***Completion of this Form is the sole means of requesting confidential treatment.***
- ***A RESPONDENT MAY NOT REQUEST PRICING INFORMATION IN PROPOSALS BE HELD IN CONFIDENCE.***

Completion of the Form and DNR's acceptance of Respondent's submission does not guarantee the DNR will grant Respondent's request for confidentiality. The DNR may reject Respondent's Proposal entirely in the event Respondent requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFP.

Please provide the information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below.

RFP Section:	Respondent must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Respondent must justify why the information should be kept in confidence.	Respondent must explain why disclosure of the information would not be in the best interest of the public.	Respondent must provide the name, address, telephone, and email for the person at Respondent's organization authorized to respond to inquiries by the DNR concerning the status of confidential information.

This Form must be signed by the individual who signed the Respondent's Proposal. The Respondent must place this Form completed and signed in its Proposal. A copy of this document must be placed in all Proposals submitted including the Public Copy.

- ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Respondent's submittal to request confidentiality or rejection of the Proposal as being non-responsive.***
- ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.***

Company

RFP Number

RFP Title

Signature (required)

Title

Date

Attachment #4 – Respondent Requirement Check List

RFP Section	RFP Requirement	Included
3.1.1	1 copy of the Technical Bid Proposal in separate PDF file labeled correctly	<input type="checkbox"/>
3.1.1	1 copy of the Cost Bid Proposal in separate PDF file labeled Correctly	<input type="checkbox"/>
3.1.2	If applicable, one (1) Public Copy with Confidential Information Excised in a separate PDF file labeled correctly	<input type="checkbox"/>
3.2.1	Transmittal Letter	<input type="checkbox"/>
3.2.1	Executive Summary	<input type="checkbox"/>
3.2.4/4.2	Scope of Work and Technical Requirements (including addressing Section 4.2 Statement of Work)	<input type="checkbox"/>
3.2.3	Background Information	<input type="checkbox"/>
3.2.4	Experience	<input type="checkbox"/>
3.2.5	Personnel	<input type="checkbox"/>
3.2.7	Terminations	<input type="checkbox"/>
3.2.9	Acceptance of Terms and Conditions	<input type="checkbox"/>
3.2.10	Certification Letter Attachment #1	<input type="checkbox"/>
3.2.11	Authorization to Release Information Attachment #2	<input type="checkbox"/>
3.2.12	Form 22 - Request for Confidentiality Attachment #3	<input type="checkbox"/>
3.2.13	Firm Proposal Terms	<input type="checkbox"/>

Attachment #5 (In Separately Labeled Document)

Cost Proposal – RFP 26C-CRDPBKBOHL-0002

Respondent's Cost Proposal shall include the proposed Concession Fee percentage (excluding tax), the percentage of gross receipts from Cabin Rentals (excluding tax), and the percentage of gross receipts from Beach Lodge Rentals (excluding tax) to be paid to the DNR for each year of the Contract.

The proposed fees must meet or exceed the following current revenue percentages for each year of the Contract:

- Concession Fee (General): 5% of gross receipts (excluding tax).
- Cabin Rental Fee: 58% of gross receipts (excluding tax).
- Beach Lodge Rental fee: 65% of gross receipts (excluding tax).

Contract Year	Concession Fee (% of Gross Receipts, Exc. Tax)	Cabin Rental Fee (% of Gross Receipts, Exc. Tax)	Beach Lodge Rental Fee (% of Gross Receipts, Exc. Tax)

Signature: _____ Date: _____

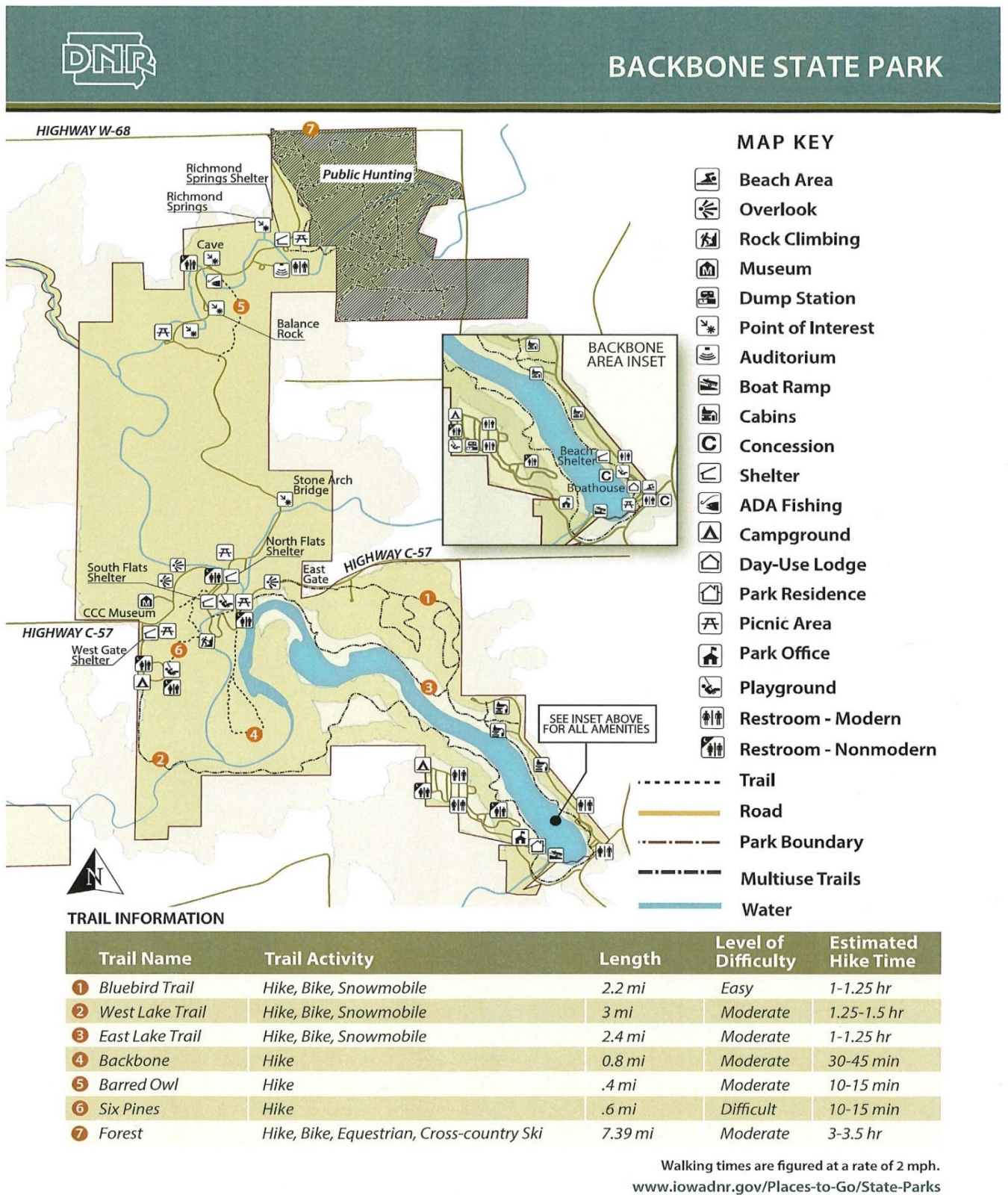
Printed Name and Title: _____

Name of Respondent Organization: _____

Address: _____

Phone: _____ Email: _____

Attachment #6 – Backbone State Park Map



Attachment #7 – Concession Premises Map

The Concession Premises consists of the Boathouse, Beach Concession Building, Day-Use Lodge and Cabins.



Figure 1 – Boathouse (closest to the water on the north end of beach)

Figure 2 – Beach Concession, Beach Lodge & Restrooms (concession on the north end of lodge)

**Secondary maintenance area located within the area identified by the orange highlight*



Cabins: A-D & 1-12

Figure 1: Boathouse

Figure 2: Beach Lodge & Beach Concession

Attachment #8 – Concession Building Layout and Photos









Attachment #9 – Exterior and Interior Photos of the Beach Lodge





Attachment #10 – Exterior and Interior Cabin Photos

Backbone Cabin Details:

1. Cabins 1-8, Family Modern, 1 Bedroom, 1 Bathroom
2. Cabins A-D, Family Modern, 2 Bedrooms, 1 Bathroom
3. Cabins 9-12, Family Deluxe (2-story), 2 Bedrooms, 1.5 Bathrooms (full bathroom upstairs and 1/2 bathroom downstairs with a toilet and sink)



Cabin 1 – Exterior with Picnic Table & Fire Ring Cabin 1 – Interior



Cabin 1 – Interior



Cabin 1 – Interior



Cabin 1 – Kitchen



Cabin 1 – Bathroom



Cabin 1 – Bedroom





Cabin 2 – Exterior with Picnic Table & Fire Ring



Cabin 2 - Bathroom



Cabin 2 – Bedroom



Cabin 2 – Interior



Cabin 2 – Kitchen



Cabin 3 – Exterior



Cabin 3 – Picnic Table & Fire Ring



Cabin 3 – Bedroom



Cabin 3 – Bathroom



Cabin 3 – Interior



Cabin 3 – Kitchen



Cabin 4 – Exterior with Picnic Table & Fire Ring



Cabin 4 – Bathroom



Cabin 4 – Bedroom



Cabin 4 – Kitchen



Cabin 4 – Interior



Cabin 5 – Exterior with Picnic Table & Fire Ring



Cabin 5 – Bathroom



Cabin 5 – Bedroom



Cabin 5 – Interior



Cabin 5 – Kitchen



Cabin 6 – Exterior with Picnic Table & Fire Ring



Cabin 6 – Bathroom



Cabin 6 – Bedroom



Cabin 6 – Interior



Cabin 6 – Kitchen



Cabin 7 – Exterior with Picnic Table & Fire Ring



Cabin 7 – Bathroom



Cabin 7 – Bedroom



Cabin 7 – Interior



Cabin 7 – Kitchen



Cabin 8 – Exterior with Picnic Table & Fire Ring



Cabin 8 – Bathroom



Cabin 8 – Bedroom



Cabin 9 – Exterior



Cabin 9 – Downstairs



Cabin 9 – Downstairs



Cabin 9 – Upstairs



Cabin 9 – Upstairs



Cabin 9 – Upstairs Bathroom



Cabin 9 – Upstairs Bedroom



Cabin 10 – Exterior



Cabin 10 – Deck



Cabin 10 – Downstairs



Cabin 10 – Downstairs Bedroom



Cabin 10 – Interior Upstairs



Cabin 10 – Kitchen



Cabin 10 – Upstairs Bathroom



Cabin 11 – Exterior



Cabin 11 – Bathroom



Cabin 11 – Downstairs



Cabin 11 – Downstairs Bedroom



Cabin 11 – Interior



Cabin 11 – Kitchen



Cabin 11 – Upstairs Bathroom



Cabin 12 – Exterior with Picnic Table



Cabin 12 – Downstairs



Cabin 12 – Downstairs Bedroom



Cabin 12 – Interior Upstairs



Cabin 12 – Kitchen



Cabin – 12 Upstairs Bathroom



Cabin A – Exterior with Picnic Table & Fire Ring



Cabin A – Deck



Cabin A – First Bedroom



Cabin A – Full Bathroom



Cabin A – Second Bedroom



Cabin A – Kitchen



Cabin A – Interior



Cabin A – Interior



Cabin B – Exterior with Picnic Table & Fire Ring



Cabin B - Deck



Cabin B – First Bedroom



Cabin B – Full Bathroom



Cabin B – Second Bedroom



Cabin B – Kitchen



Cabin B – Interior



Cabin C – Exterior with Picnic Table & Fire Ring



Cabin C - Deck



Cabin C – First Bedroom



Cabin C – Second Bedroom



Cabin C – Full Bathroom



Cabin C – Interior



Cabin C - Kitchen



Cabin D – Exterior with Picnic Table & Fire Ring



Cabin D – First Bedroom



Cabin D – Second Bedroom



Cabin D – Full Bathroom



Cabin D – Interior



Cabin D – Kitchen

PLEASE NOTE: The cabin, lodge and concession building will be closed January 1, 2027, to May 28, 2027, due to a wastewater construction project in the park.

Attachment #11 – Cabin Cleaning and Maintenance Expectations

The purpose of this document is to identify the cleaning and maintenance expectations, the party responsible for completing each task, and the frequency of expectations for all rental cabins at Backbone State Park during peak and off-peak seasons.

A. ANNUAL DEEP CLEANING/MAINTENANCE

The following expectations must be addressed at least once a year. Some tasks may need to be completed more frequently. The Concessionaire shall provide all cleaning supplies and equipment needed to perform their responsibilities identified below.

1. DNR Task Responsibilities

- Carpets – steam cleaned
- Upholstered chairs – steam cleaned
- Inspect/charge fire extinguishers
- Inspect/clean furnaces and air conditioners

2. Concessionaire Task Responsibilities

- Pots, pans, utensils – inventoried, washed, sanitized; replace if necessary
- Cabinets/drawers – washed inside and out
- Stove – cleaned inside and out; replace drip pans if necessary
- Refrigerator – cleaned inside and out; vacuum coils if possible
- Microwave – cleaned inside and out
- Dishwasher – cleaned inside and out
- Other appliances (coffee maker, toaster, etc.) – clean thoroughly
- Furnace & A/C vents – remove cover and clean ductwork (1"–12" down)
- Walls – thoroughly clean
- Furniture (chairs, tables, etc.) – thorough cleaning of arms, backs, legs, underside, etc.
- Stove exhaust filters – replace
- Shower curtains – replace if needed
- Brooms, mops, toilet plungers, etc. – replace
- Vacuum filters/bags – replace if needed
- Interior trash cans – replace if needed
- Throw rugs – replace if needed
- Mattress covers – replace if needed

3. Items Furnished by DNR for Concessionaire's Tasks

- Fire extinguishers
- Furnace filters
- Stove exhaust filters
- Mattress pad covers
- Smoke detectors – replace every 10 years from manufacture date (manufactured date is on the smoke detectors which were all replaced at the end of 2019)

- CO detectors – (lifespan will be identified on the back of the detector along with the date of manufacture)
- Pots & pans
- Cooking utensils
- Lampshades
- Light fixtures

4. Replacement Items to be Furnished by Concessionaire

- Throw rugs
- Interior trash cans
- Shower curtains
- Brooms
- Mops
- Vacuums
- Stove drip pans

B. BIENNIAL CLEANING/MAINTENANCE

The following expectations must be addressed at least twice a year. Some tasks may need to be completed more frequently. The Concessionaire shall provide all cleaning supplies and equipment needed to perform their responsibilities.

- Replace smoke detector batteries (furnished by Concessionaire)
- Wash window treatments (mini-blinds, curtains)
- Wash windows and window screens (inside & out)
- Light fixtures – clean thoroughly

C. QUARTERLY CLEANING/MAINTENANCE

The following expectations must be addressed at least quarterly. Some tasks may need to be completed more frequently. The Concessionaire shall provide all cleaning supplies and equipment needed to perform their responsibilities.

- Change furnace filters (filters provided by DNR)
- Flip/rotate mattresses (non-pillowtop, if applicable)
- Clean behind/under refrigerator and stove

D. MONTHLY CLEANING/MAINTENANCE

The following expectations must be addressed at least monthly. Some tasks may need to be completed more frequently. The Concessionaire shall provide all cleaning supplies and equipment needed to perform their responsibilities.

- Clean ceiling fan blades
- Check and clean vacuums
- Test smoke detectors
- Dust furniture and shelves

- Clean bathroom exhausts
- Inventory pots, pans, utensils if necessary

E. WEEKLY/DAILY CLEANING/MAINTENANCE

The following tasks must be performed after each rental. From Labor Day through Memorial Day, the Concessionaire shall clean cabins within 24 hours after the renter vacates. Some tasks may need to be completed during a rental. The Concessionaire shall provide all cleaning supplies and equipment needed.

1. Concessionaire Task Responsibilities

Kitchen/Dining Area

- Wipe down stove top
- Wipe out refrigerator
- Wipe out microwave
- Wipe down counter & sink
- Check toaster and coffee maker
- Wipe down table top and chairs
- Check cabinets/drawers; wipe if necessary
- Check stove exhaust hoods; clean bugs from light holder
- Sweep/mop floor
- Shake out rugs or wash/replace
- Check trash bag supply
- Wash out trash cans
- Knock down cobwebs
- Clean window sills
- Replace burned-out bulbs (stove, refrigerator, sink, eating area, etc.)

Bathroom

- Clean toilet
- Clean shower/tub
- Clean shower curtain (replace if necessary)
- Clean sink
- Clean mirror
- Sweep/mop floor
- Clean shelves/cupboards if needed
- Check toilet paper supply
- Knock down cobwebs
- Check light bulbs
- Check condition of plunger; replace if necessary

Bedrooms

- Change mattress pad
- Check cleanliness of floor, drawers, shelves, closets
- Knock down cobwebs
- Clean window sills
- Sweep/vacuum/mop floor

Living Room

- Vacuum futon and chair covers; wash at least every two weeks
- Provide fitted sheets for futon/chairs; replace after each rental and wash
- Vacuum/sweep/mop floors and furniture
- Knock down cobwebs
- Replace burned-out bulbs
- Check thermostats
- Clean fireplace (if applicable)

Utility Closet

- Check condition of brooms, mops, buckets – clean or replace if necessary
- Sweep if needed
- Knock down cobwebs
- Check light bulb

Outside

- Knock down cobwebs
- Pick up trash
- Clean fire ring/grill
- Check picnic table
- Replace burned-out bulbs
- Remove dead bugs from light fixtures

2. Items Furnished by DNR

- Mattress pad covers
- Fitted sheets

3. Replacement Items Furnished by Concessionaire

- Toilet paper
- Trash bags
- Light bulbs
- Brooms
- Mops
- Toilet plungers
- Vacuums (DNR reserves the right to require a specific model)

- Shower curtains
- Trash cans

F. SNOW REMOVAL

1. Concessionaire Task Responsibilities

- Clear all sidewalks prior to each rental.
- If snowfall $\geq 2"$, clear sidewalks and parking lots at cabins A–D within 24 hours after snowfall ends.

2. DNR Task Responsibilities

- DNR and DOT are responsible for all cabin road snow removal.
- Parking lots at cabins 1–8 and 9–12 will be plowed along with roads, provided vehicles can be moved.

G. REPLACEMENT OF SMALL APPLIANCES, POTS/PANS, COOKING UTENSILS, LAMPS, LAMPSHADES, LIGHT FIXTURES

DNR shall replace these items due to normal use. Concessionaire shall replace items if damaged or stolen by renter, using renter's damage deposit when applicable. DNR approval required for replacement model/style of lamps, lampshades, and light fixtures.

H. MAJOR APPLIANCES (Stove, Refrigerator, Microwave)

DNR shall replace appliances due to normal use. Concessionaire is responsible for repair/replacement if damaged by themselves or a renter, using renter's deposit when applicable. DNR must approve replacement model/make before purchase.

J. ROUTINE REPLACEMENT ITEMS THAT SHOULD BE ON HAND

Concessionaire Furnished

- Brooms
- Mops
- Throw rugs
- Toilet brushes
- Shower curtains
- Interior trash cans

DNR Furnished

- Toilet paper
- Trash bags
- Toilet plungers
- Vacuum cleaner bags

Attachment #12 – Sample Monthly Concession Cash Report



IOWA DEPARTMENT OF NATURAL RESOURCES Parks, Forests and Preserves Bureau

DNR USE ONLY
0002-542-0090-CN-0608

Monthly Concession Report

Park Name: _____ Month and Year: _____

DO NOT REPORT SALES TAX COLLECTED

Gross Receipt Sales Category

Concession Snack Food (chips, pop, hotdogs, etc.)	\$
Restaurant/Café/Catering	\$
Vending Sales	\$
Convenience Store Items (ice, charcoal, etc.)	\$
Beach Use (fee admission lifeguarded beach)	\$
Souvenirs	\$
Firewood	\$
Bait & Tackle	\$
Hunting/Fishing License Commission	\$
Bicycle Rental	\$
Boat/Motor/Equipment Rental	\$
Boat Gas/Oil Sales	\$
Boat Repair	\$
Boat Accessories Sales	\$
Miscellaneous (explain)	\$
Dock/Slip Rental	\$
Hoist/Dock Sales	\$
Boat Sales	\$
TOTAL GROSS FOR MONTH:	\$

Walk-in Cabin Rental Revenue for the Month	\$
Last Minute Lodge Rental Revenue for the Month Last	\$
Minute Shelter Rental Revenue for the Month	\$

Check the applicable box for any payment sent this month:

- ☐ All
 ☐ Percent of Gross Paid (enter figures below)
 ☐ One-Half
 ☐ No fee due with this report under contract provisions

Fee Amount Paid
(Flat fee Only)

	Monthly Gross	x	% fee	Monthly Payment
Concession	\$	x		=
Cabins	\$	x		=
Lodge	\$	x		=
Shelter	\$	x		=
Electricity	\$	x		=
Total Fees Paid:				

I hereby certify that the above information is a true statement of the gross receipts for listed month at the concession operated under my contract

Signature: _____ Date: _____



Attachment #13 – Sample Concessionaire’s Equipment Inventory Form

IOWA DEPARTMENT OF NATURAL RESOURCES
Parks, Forests and Preserves Bureau

CONCESSIONAIRE’S EQUIPMENT INVENTORY

List all equipment/property not owned by the State
which will be used on State property in the concession
operation

Location (*Park Name*)

Item Number	Description of Item	Quantity	Check one (v)		Original Cost
			Leased	Owned	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
			<input type="checkbox"/>	<input type="checkbox"/>	
Total					

Copy 1: To be given to the park staff person in charge of the park in which the equipment/property is located.

Copy 2: To the District Park Supervisor concession contract coordinator file.

Attachment #14 – **Sample Contract**

IOWA DEPARTMENT OF NATURAL RESOURCES
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

CONTRACTOR

By: _____ Date: _____
Contractor Name
Contractor Signatory, Title

This Contract must not begin until it has been either (1) signed by both parties or (2) the Contract start date has occurred, whichever is later.

DNR STANDARD CONTRACT

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

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

Contractor Name, a Contractor Legal Entity Type* is organized and registered under the laws of the State of State of Organization. The Contractor's address is: Contractor 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 Contractor 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: Contractor Name (dba XXX), is an individual and sole proprietor located in the State of State of Residence. The Contractor's address is: Contractor's personal Address.

1.2. Project Managers. Each party has designated a Project Manager, who will be responsible for oversight and negotiation of any Contract modifications, as follows:

DNR Project Manager: DNR Project Manager Name, DNR Project Manager Title
DNR Project Manager Bureau or Division
DNR Project Manager Address
City, Iowa ZIP
Phone: DNR Project Manager Phone
Fax: DNR Project Manager Fax
Email: DNR Project Manager Email

Contractor Project Manager: Contractor Project Manager Name, Contractor Project Manager Title
Contractor Project Manager Address
City, State ZIP
Remit to Address: (If different than above)
City, State, Zip
Phone: Contractor Project Manager Phone
Fax: Contractor Project Manager Fax
Email: Contractor Project Manager Email

Section 2 STATEMENT OF PURPOSE

2.1 Purpose. This document is a Contract for operation of a commercial business concession (Commercial Concession) to provide specified services to the public on state-owned recreational property known as located in County, Iowa

- 2.2 Background.** The Concessionaire, as a private contractor, desires to operate a commercial business concession on state-owned property pursuant to this Contract. The 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 Inconsistencies.** (This section is optional and may be used on complicated RFP's to help provide clarifications) In the case of any inconsistency or conflict between the Terms of this Contract and the following documents, which are all adopted by reference and incorporated herein, the inconsistency or conflict will be resolved as follows: first, by giving preference to the provisions of this Contract, second by giving preference to Contractor's response to Request for Proposal contained in Attachment A, third by giving preference to the DNR's Request for Proposal contained in Attachment B.
- 2.4 Authority for Contract.** The DNR enters into this contract under Iowa Code sections 461A.3 and 461A.4.

Section 3 DURATION OF CONTRACT

- 3.1 Term of Contract.** The term of this Contract is _____ through _____, unless terminated earlier in accordance with the Termination section of this Contract. However, this Contract must not begin until it has been signed by both parties.
- 3.2 Approval of Contract.** The conditions of this Contract will 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

- 4.1 Definitions.** This Contract includes the following definitions:

"Agency" means 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 of 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"** means this DNR Standard Contract, any Attachments or Exhibits attached to and included as part of this DNR Standard Contract, and the DAS

General Terms and Conditions. **“Contract”** includes the first page of this DNR Standard Contract, which includes the Contractor and DNR signatures.

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

“DAS General Terms and Conditions” means 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, Contractor (or any agent, contractor or subcontractor of Contractor) in connection with this Contract.

“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” means the Request for Proposals, Informal Request for Proposal, or Request for Quotes that was issued to solicit the Deliverables that are subject to this Contract.

“Attachments” means any Attachments or Exhibits attached to and included as part of this Contract.

Section 5 CONCESSION PREMISES

(Describe what is the concession premises.)

Section 6 FACILITIES AND EQUIPMENT FURNISHED BY THE DNR

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

Section 7 SCOPE OF SERVICES

7.1 Services. The Concessionaire will 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 must 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, boat rental and bait sales shall be available each day from at least 7:00 a.m. to 7:00 p.m. and food services shall be available from at least 11:00 a.m. to 7:00 p.m. each day (CST).
- 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 Boat Rental.

- 7.3.1 Types of Vessels. The Concessionaire shall furnish vessels of various types for rental ("operated for hire") by the public. This can include, but need not be limited to, V-hull or flat-bottom fishing boats, paddleboats or pontoon boats. All vessels operated for hire by the Concessionaire must be currently registered as required by Iowa Code Sections 462A.4 and 462A.5.
- 7.3.2 Proper Equipping of Vessels. Vessels shall not be permitted to leave the boat rental area or dock without proper equipment as required by Iowa Code Chapter 462A.
- 7.3.3 Boat Inspection. All vessels operated for hire shall be subject to inspection as required by Iowa Code Section 462A.20. Records shall be kept and vessels equipped in accordance with Iowa Code Section 462A.10 and any other applicable state and federal laws. The Concessionaire shall not offer any vessel for hire that is found to be in violation of Iowa Code Chapter 462A.
- 7.3.4 Registration Fees. Registration fees for privately-owned rental vessels are to be paid to the county recorder in the vessel owner's county of residence or, if the owner is a nonresident, in the county of the vessel's principal use. Registration fees for any state-owned vessels furnished for the Concessionaire's use are to be paid to the DNR.

7.4 Boat Storage.

- 7.4.1 On-Water Storage. The Concessionaire may provide, immediately adjacent to the Concession Premises, docks or boat storage slips for on-water storage of vessels. These docks or storage slips shall be available for rental to the public on a first-come, first-serve basis. The provision of additional dock or boat storage slip facilities must be approved by the DNR as an amendment to this contract regarding number, location and configuration. All docks constructed must meet DNR standards as established by 571 IAC Chapter 16. Any on-water storage areas located away from the concession area will be administered by the DNR.
- 7.4.2 Dry Storage. Dry land boat storage facilities (summer and winter) shall be administered by the DNR.

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 Snack Food, Vending Machine and Other Food Services.

- 7.6.1 The Concessionaire is encouraged to offer healthier non-vending machine food and beverage selections at the concession. Healthier is defined as lower in fat, sugar, and calories; increased consumption of fruit and vegetables; and whole-grain products.

7.7 Beach Supervision and Equipment.

- 7.7.1 Lifeguards. The Concessionaire shall employ lifeguards who must all hold a Lifeguard Training Certificate from the American Red Cross, YM/WCA, or other nationally recognized skilled swimming course. All lifeguards shall be currently certified in advanced lifeguard training. The names, addresses, and current lifeguard training certificates shall be submitted to the District Park Supervisor for a check before lifeguards are placed on duty.
- 7.7.2 Minimum Required Number of Lifeguards. At least 1 lifeguard shall be on duty whenever the beach is open for use and a fee is being charged for swimming up to 100 beach users present. At least 1 more lifeguard shall be present whenever the number of beach users grows by an additional 200 persons, e.g. at least 1 lifeguard for up to 100 beach users; at least 2 lifeguards for 300 beach users; at least 3 lifeguards for 500 users, etc. The Concessionaire shall be solely responsible for determining lifeguard-to-user ratios beyond

this minimum requirement based on the beach configuration, features of the beach, the users, and the type of use.

7.7.3 Minimum Required Emergency Equipment. The following equipment shall be provided by the Concessionaire for use in emergencies:

- Boat and propulsion mechanism (oars)
- Ring buoy with rope attached
- Rescue tube
- Backboard constructed per American Red Cross guidelines
- Swimming mask and snorkel
- First-aid kit equipped per American Red Cross guidelines

7.7.4 Identification of Lifeguards by Beach Users. Lifeguards shall either be stationed on lifeguard viewing stands or in vessels that can be identified by beach users; or the lifeguards shall wear apparel identifying them as lifeguards and shall remain where they can view the entire designated swimming area while on duty.

7.7.5 Duty to Notify Beach Users of Lifeguards Off Duty. When the beach concession is closed for the day, the Concessionaire shall inform all beach users that the concession is closing, that the lifeguard is going off duty, and shall prominently display a sign, furnished by the DNR that informs all persons entering the beach that no lifeguards are on duty and that swimming is at the swimmer's own risk.

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

7.8.1 All food items, other miscellaneous refreshments, and merchandise for sale.

7.8.2 All labor, facilities, and equipment needed to operate the concession and to keep the concession area in a clean and sanitary condition.

7.8.3 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.

7.8.4 Protection of Public Property and Sanitation.

7.8.4.1 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 shall have prior written approval by the DNR and must be applied by a licensed person.

7.8.4.2 The Concessionaire will 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.

- 7.8.4.3 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.
- 7.8.4.4 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.
- 7.8.4.5 Storage of fuel, oil, and other possible hazardous contaminants shall be in approved containers capable of catching any spilled material. All containers shall be clearly labeled as to the contents inside the container.
- 7.8.5 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.
- 7.8.6 Maintenance Responsibility.
 - 7.8.6.1 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.
 - 7.8.6.2 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 must be returned to the DNR by the Concessionaire in the same condition.
 - 7.8.6.3 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.

7.8.6.4 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.

7.8.7 Employees. The Concessionaire acknowledges that from a public viewpoint, Concessionaire employees are direct representatives of the DNR. Therefore, Concessionaire shall require all employees to conduct themselves in a professional manner befitting a DNR State Employee. Professional requirements include, but are not limited to the following:

7.8.7.1 All Concessionaire employees, agents, and volunteers shall use appropriate language and actions at all times.

7.8.7.2 All Concessionaire employees, agents, and volunteers who come into contact with the public shall be neat, clean, and either in uniforms identifiable by the public or wear a name badge identifiable by the public.

7.8.7.3 If at any time, the DNR may be of the opinion that any employee, agent or volunteer of the Concessionaire has violated a law or park rule, performed inappropriate customer service, or engaged in improper conduct on the Concession Premises, the DNR shall notify the Concessionaire. The Concessionaire shall take appropriate action to correct the employee, agent or volunteer related problem, including discharge of employee, agent, or volunteer or reassigning such employee, agent, or volunteer to duties not related to the Contract. DNR reserves the right to suspend or remove an employee, agent or volunteer from the Concession Premises if the Concessionaire is not available to handle the situation.

7.9 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 . The concessionaire shall 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.

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

7.11 Industry Standards. Services rendered pursuant to this Contract must 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 will be the generally accepted industry standard.

7.12 Amendments to Scope of Services. The Contract, including 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 shall 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 will 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

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 shall be paid to the DNR by the Concessionaire:

9.3 Form of Payment and Due Dates. 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: [Parks, Forests and Preserves Bureau, 6200 Park Ave, Ste 200, Des Moines, Iowa 50321](#)

9.4 Monthly fees 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 by the tenth of the month following the month being reported. Payment should be mailed to: [Parks, Forests and Preserves Bureau, 6200 Park Ave, Ste 200, Des Moines, Iowa 50321](#)

9.5 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.

9.6 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”.

9.7 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.

9.8 Submission of Invoices. In the event the Concessionaire is eligible for receipt of payment under this Contract, the Concessionaire must submit an invoice for services rendered in accordance with this Contract. Invoices must contain the DNR Contract Number found on the first page of this Contract. Each invoice must itemize the services performed including service period pursuant to the Contract. Each invoice must comply with all applicable rules concerning payment of such claims and must contain appropriate documentation necessary to support the fees or charges included in the invoice. DNR has 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. Original invoices must be submitted to:

Iowa Department of Natural Resources
Attention:

, IA

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

Contractor Name

Attention: Contractor Project Manager Name

Contractor Address

City, State ZIP

9.10 No advance payment. No advance payments will be made for any Deliverables provided by Contractor pursuant to this Contract.

9.11 Delay of Payment Due to Contractor’s Failure. If DNR determines that the Contractor has failed to perform or deliver any Deliverable required by this Contract, then the Contractor is not entitled to any compensation or any further compensation, if compensation has already occurred, under this

Contract until such Deliverable is performed or delivered. DNR will withhold that portion of the invoice amount which represents payment for the Deliverable that was not completed, delivered and successfully deployed.

- 9.12 Withholding Payments.** In addition to pursuing any other remedy provided herein or by law, DNR may withhold compensation or payments to Contractor, in whole or in part, without penalty to DNR or work stoppage by Contractor, in the event DNR determines that (1) Contractor 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 will accrue or be paid to Contractor on any compensation or other amounts withheld or retained by the DNR under this Contract.

- 9.13 Erroneous Payments and Credits.** Contractor must promptly repay or refund to DNR the full amount of any overpayment or erroneous payment within ten business days after either discovery by Contractor or notification by DNR of the overpayment or erroneous payment.

- 9.14 Set-off Against Sums Owed by Contractor.** In the event that Contractor 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 Contractor. This may be done at DNR's sole discretion unless otherwise required by law.

- 9.15 Reimbursable Expenses.** There will 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, Contractor must be solely responsible for all of 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 Contractor. This language supersedes the DAS General Terms and Conditions language regarding reimbursement of expenses.

- 9.16 Final Payment.** By accepting final payment or a termination settlement under this Contract, the Contractor releases all claims against DNR arising under, or by virtue of, this Contract, except claims which are specifically exempted by the Contractor. 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 must not constitute a waiver of DNR's claims against the Contractor, or the Contractor's sureties under this Contract or applicable performance and payment bonds.

- 9.17 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 returned 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.

Section 10 RECORDS AND REPORTS

- 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 five years.

Section 11 LIMITATIONS

- 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

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 not 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, and driver's license record check 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 DAS General Terms and Conditions in section 17 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

Contractor must 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 \$2,000,000
	Personal Injury \$1,000,000
	Each Occurrence \$1,000,000
Product Liability	Each Occurrence \$1,000,000
Personal Injury	Each Occurrence \$1,000,000
Property Damage Insurance	Each Occurrence \$1,000,000
Professional Liability*	Each Occurrence \$Amount
Workers Compensation and Employer Liability Insurance	As required by Iowa law

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

The Contractor must submit a Certificate of Insurance, which indicates coverage and notice provisions as required by this Contract, to the DNR. The certificates will be subject to approval by the DNR. The insurer must state in the certificate that no cancellation of the insurance may be made without at least thirty (30) days written notice to the DNR. Approval of the insurance certificates by the DNR will not relieve the Contractor of any obligation under this Contract.

Section 15 FEDERAL FUNDING CONDITIONS

The Contractor must 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).

Section 16 USE OF THIRD PARTIES AND SUBCONTRACTORS

16.1 The Contractor must not contract with third parties for the performance of any of the Contractor's obligations under this Contract.

16.2 Option 2: The Contractor may contract with third parties for the performance of the Contractor's obligations under this Contract only to the extent specified below:
(Specify subcontracting allowance and requirements as applicable).

(Goes with Option 2) The following Conditions will apply when contracting with third parties for the performance of any obligations under this Contract:

- 16.1.1** All subcontracts will be subject to prior approval by the DNR. The DNR's consent must 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 must be in writing and will in no way alter the Terms and Conditions of this Contract.
- 16.1.2** The Contractor may enter into subcontracts to complete the work required by this Contract provided that the Contractor remains responsible for all services performed under this Contract. No subcontract or delegation of work will relieve or discharge the Contractor from any obligation, provision, or liability under this Contract. The Contractor will remain responsible for such performance and will be fully responsible and liable for all acts or omissions of any subcontractor.
- 16.1.3** All restrictions, obligations and responsibilities of the Contractor under this Contract also must apply to the subcontractors.
- 16.1.4** DNR will have the right to request the removal of a subcontractor from the Contract for good cause. The Contractor must 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 Contractor's breach of any subcontract in which it enters, including Contractor's failure to pay any and all amounts due by Contractor to any subcontractor.
- 16.1.5** Each subcontract must contain provisions for DNR access to the subcontractor's books, documents, and records and for inspections of work, as required of Contractor herein.
- 16.1.6** Any action of a subcontractor, which, if done by Contractor, would constitute a breach of this Contract, will be deemed a breach by Contractor and have the same legal effect.
- 16.1.7** If delay results from a subcontractor's conduct, from the Contractor's negligence or fault, or from circumstances, which by the exercise of reasonable diligence, the Contractor should have been able to anticipate or prevent, then the Contractor will be in default.
- 16.1.8** If the Contract is subject to the provisions of Iowa Code chapter 8F, then the Contractor must comply with Iowa Code chapter 8F with respect to any subcontract the Contractor enters into pursuant to this Contract. Any compliance documentation, including but not limited to certification, received from any subcontractor must be forwarded to DNR immediately.

Section 17 GENERAL TERMS AND CONDITIONS

DAS General Terms and Conditions. Except as otherwise stated in this DNR Standard Contract, the General Terms and Conditions for this Contract are 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 this DNR Standard Contract, the following portions of the DAS General Terms and Conditions are excluded from this Contract:

- 1.10.5 (Change Order)
- 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 AND DAS GENERAL TERMS AND CONDITIONS

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

For DNR use only:

1. Retain a copy of the executed Contract in the project file and send a hardcopy with 1st invoice for payment to Budget & Finance.
2. Email a copy of the executed Contract to Alicia.plathe@dnr.iowa.gov (please name the subject line your Contract #).
3. For Capitals Funded Contract, also email a copy to kara.bryant@dnr.iowa.gov (please name the subject line your Contract #).