

REQUEST FOR PROPOSALS - RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	Northern Long-eared Bat (MYSE) and Indiana Bat (MYSO) Migration Telemetry and Hibernacula Study		RFP #: 20CRDLWBKPOOL-0001
Agency:	Department of Natural Resources (DNR)		
DNR seeks to purchase:	Completion of a telemetry study and a hibernacula study of Northern Long-Eared Bat (MYSE) and Indiana Bat (MYSO) migration in Iowa.		
Number of mos. or yrs. of the initial term of the contract:	18 Months	Number of possible annual extensions:	
Anticipated Date for Initial Contract term beginning:	August 10, 2019	Anticipated Ending Date:	January 31, 2021
Issuing Officer:			
Name: Michael Gulick			
Mailing Address: Iowa Department of Natural Resources Wallace Building 4 th Floor 502 East 9 th St. Des Moines, Iowa 50319			
Phone: (515) 725-8214			
e-mail: Michael.Gulick@dnr.iowa.gov			
FAX: (515) 725-8201			

PROCUREMENT TIMETABLE—Event or Action:	Date/Time (Central Time):
DNR Posts Notice of RFP on TSB website	06/24/2019
DNR Issues RFP	06/26/2019
Mandatory Onsite Pre-Proposal Conference Location and Address: Iowa Department of Natural Resources Wallace Building 4th Floor 502 E. 9th Street Des Moines, IA 50319	7/10/2019 10:00 AM Central Time.
Written Questions, requests for clarification, and suggested changes from Contractors due	7/10/2019
DNR's written response to questions, requests for clarifications, and suggested changes	7/12/2019
Bid Proposals Due no later than 12:00 PM Central Time	7/17/2019
Anticipated Date to issue Notice of Intent to Award	07/19/2019

Anticipated Date to complete contract negotiations	08/08/2019
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Relevant Websites:	Web-address:
Internet website where Addenda to this RFP will be posted:	http://bidopportunities.iowa.gov/
Internet website where Notice of Intent to Award may be posted:	http://bidopportunities.iowa.gov/
Internet website where contract terms and conditions are posted:	http://www.iowadnr.gov/InsideDNR/RFPBidLettings.aspx

Number of Copies of Bid Proposals Required to be Submitted:	4
Bid Proposal Security, if any:	None
Firm Bid Proposal Terms The minimum Number of Days following the deadline for submitting bid proposals that the Contractor guarantees all bid proposal terms, including price, will remain firm:	90 Days

**CONTRACTORS ARE CAUTIONED TO FOLLOW ALL DIRECTIONS
IN THIS RFP OR RISK DISQUALIFICATION**

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Section 1 Introduction

1.0 Purpose

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

1.1. Definitions

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

1.1.1. "Proposal" means the Contractor's proposal submitted in response to the RFP.

1.1.2. "Contract" means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.

1.1.3. "Contractor" means a Vendor submitting Proposals in response to this RFP.

1.1.4. "Agency" means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract. In this case, the Agency is DNR.

1.1.5. "Responsible Contractor" means a Contractor that has the capability in all respects to perform the requirements of the Contract. In determining whether a Contractor is a Responsible Contractor, DNR may consider various factors including, but not limited to, the Contractor's competence and qualifications to provide the goods or services requested, the Contractor's integrity and reliability, the past performance of the Contractor and the best interest of the Agency and the State.

1.1.6. "Responsive Proposal" means a Proposal that complies with the material provisions of this RFP.

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

1.1.8. "State" means the State of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

1.1.9. "MYSE" means Northern Long-eared Bat.

1.1.10. "MYSO" means Indiana Bat.

1.1.11. "MEC" means MidAmerican Energy Company.

1.1.12. "HCP" means Habitat Conservation Plan.

1.1.13. "USFWS" means United States Fish and Wildlife Service.

1.2. Overview of the RFP Process

Contractors will be required to submit their Proposals in hard copy. It is DNR's intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

1.3. Background Information

This RFP is designed to provide Contractors with the information necessary for the preparation of competitive Proposals. The RFP process is for DNR's benefit and is intended to provide DNR with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Contractor 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.

The purpose of this RFP is to conduct the telemetry and hibernacula studies to evaluate migratory movements and habitat use of the northern long-eared bat (MYSE) and the Indiana bat (MYSO). As identified in the grant, the resulting study will support the development of a HCP for MEC wind power facilities in Iowa. Contractors are encouraged to present proposals based upon their expertise to best meet the following outcomes:

- Describe home range and habitat use for a minimum of 20 MYSE and MYSO;
- Describe timing and trajectory of migration for MYSE and MYSO;
- Tracking a minimum of three bats of each species to the end point (hibernacula);
- Inform the HCP of the probability of exposure to wind facilities;
- Describe a minimum of six new potential hibernacula locations;
- Describe bat activity over a 4-month period of time at the six new potential hibernacula sites; and
- Describe bat activity over a 12-month continuous period of time at two known hibernacula.

Anticipate proposal components include:

1. Telemetry Study (MYSE and MYSO): Capture of MYSE and MYSO in occupied summer habitat within the HCP study area in Iowa during late summer, before fall migration, for the purpose of attaching transmitters for the telemetry study. The study will likely be focused in multiple watersheds in three counties. Bat movements will be detected by using active telemetry techniques or other approved methods. Tasks associated with the telemetry study include the following:

- a. Tracking a minimum of 20 target species bats pre-migration for the purpose of describing habitat use, home range and the timing and trajectory of migration;
- b. Tracking a minimum of six of these bats representing both species, three MYSE and three MYSO, or other DNR approved combination of species, during their migration flight path to the end point hibernacula;
- c. Analyzing telemetry data collected to evaluate habitat use, home range, and the timing and trajectory of migration.
- d. Analyzing behavioral data through migration to document how both bats species interact with wind facilities, should they encounter them, along the migration pathway. Metrics of interest during migration include flight speed, temperature behavior relationships, path/track of

bat, land cover along the path/track of bat, timing of departure from summer habitat and arrival at the hibernacula, and any behavior along the way; and

d. Prepare, submit, and present to the DNR a written report including all details of the study.

2. Hibernacula Study: Acoustic monitoring at a minimum of six new potential MYSE hibernacula. Tasks associated with this study include:

a. Reconnaissance surveys to identify potential hibernacula sites within a minimum of three HUC 10 watersheds represented within the HCP study area based on a preliminary model developed for MYSE;

b. Acoustic monitoring at a minimum of six new potential hibernacula from October 1 through January and continuous monitoring at two known/probable hibernacula (up to 12 months).

c. Analyzing acoustic data to assess bat presences (all species) and activity at known (n=2) and potential (n=6) hibernacula locations. Analysis should also include a characterization of reconnaissance survey and potential new sites by landform, land cover attributes, bluff characteristics, and orientation; and

d. Prepare, submit, and present to the DNR a written report including all details of the study.

The Successful Contractor will need to provide any required equipment to support their proposal.

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 selection of the successful Contractor.

2.2 Restriction on Communication

From the issue date of this RFP until announcement of the successful Contractor, Contractors 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 2.7. Verbal questions related to the interpretation of this RFP will not be accepted. Contractors may be disqualified if they contact any State employee other than the issuing officer about the RFP except that Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

2.3 Downloading the RFP from the Internet

The RFP will be posted at <http://bidopportunities.iowa.gov/> and all Addenda will be posted at the website listed on the RFP cover sheet. The Contractor is advised to check the website periodically for Addenda to this RFP, particularly if the Contractor downloaded the RFP from the Internet as the Contractor may not automatically receive Addenda. It is the Contractor'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; however, DNR reserves the right to change the dates. If DNR changes any of the deadlines for Contractor submissions, DNR will issue Addenda to the RFP.

2.5 Resource Information

Resource information regarding this RFP is not available, beyond the descriptions and specifications detailed within the RFP itself.

2.6 Mandatory On-Site Pre-Proposal Conference

A Mandatory On-Site Vendor's Conference will be held on July 10, 2019 at 10:00 AM Central Time at the Wallace State Office Building 4th Floor 502 E 9th Street, Des Moines, Iowa 50319. The purpose of the Vendors' Conference is to discuss with prospective Contractors the work to be performed and allow prospective Contractors the opportunity to ask questions regarding the RFP. Oral discussions held at the Pre-Proposal Conference shall not be considered part of the RFP unless confirmed in writing by DNR and incorporated into this RFP. The conference may be recorded. Questions asked at the Pre-Proposal Conference that cannot adequately be answered during the conference may be deferred. A copy of the questions and answers will be sent to the Contractors who submit a letter of intent to bid.

2.7 Questions, Requests for Clarification, and Suggested Changes

Contractors are invited to submit seed plan substitute request, written questions and requests for

clarifications regarding the RFP. Contractors may also submit suggestions for changes to the requirements of this RFP. Contractors must submit their seed plan substitute request, written questions, requests for clarifications, or suggestions so they are received by the Issuing Officer before the date and time listed on the RFP cover sheet. Verbal questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. Written responses to questions, requests for clarifications, or suggestions will be posted on the Internet, and will be sent on or before the date listed on the RFP cover sheet to all Contractors who submit letters of Intent to Bid. The DNR's written responses will be considered part of the RFP. If the DNR decides to adopt a suggestion that modifies the RFP, then DNR will issue Addenda to the RFP. The DNR assumes no responsibility for verbal representations made by its officers or employees, or employees of the Boards, unless such representations are confirmed in writing and incorporated into the RFP.

2.8 Amendment to the RFP

The DNR reserves the right to amend the RFP at any time using an Addendum. The Contractor shall acknowledge receipt of Addenda in its Bid Proposal. If the Addenda occur after the closing date for receipt of Bid Proposals, the DNR may, in its sole discretion, allow Contractors to amend their Bid Proposals in response to the DNR's Addenda if necessary.

2.9 Amendment and Withdrawal of Bid Proposal

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

2.10 Submission of Bid Proposals

Each Contractor must submit its Bid Proposal so that it is received by the Issuing Officer no later than July 17, 2019 at 12:00 PM Central Time. Any Bid Proposal received after this deadline will be rejected and returned unopened to the Contractor. Contractors mailing Bid Proposals must allow ample mail delivery time to ensure timely receipt of their Bid Proposals. It is the Contractor's responsibility to ensure that the Bid Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Bid Proposal. **Electronic mail and faxed Bid Proposals will not be accepted.** Contractors must furnish all information necessary to evaluate the Bid Proposal. Bid Proposals that fail to meet the mandatory requirements of the RFP shall be disqualified. Verbal information provided by the Contractor shall not be considered part of the Contractor's Bid Proposal unless it is reduced to writing.

2.11 Bid Proposal Opening

The DNR will open Bid Proposals at July 17, 2019 at 1:00 PM Central Time at the Wallace Building 4th Floor, 502 E 9th Street, Des Moines, Iowa 50319. The names of Contractors who submitted timely Bid Proposals will be publicly available after the Bid Proposal opening. However, the announcement of Contractors who timely submitted Bid Proposals does not mean that an individual Bid Proposal has been

deemed technically compliant or accepted for evaluation.

2.12 Costs of Preparing the Bid Proposal

The costs of preparation and delivery of the Bid Proposal are solely the responsibility of the Contractor. The DNR is not responsible for any costs, expenses, or losses incurred by any Contractor in connection with this RFP in the preparation of a Bid Proposal.

2.13 Rejection of Bid Proposals

DNR reserves the right to reject any or all Bid Proposals, in whole or in part, without penalty or liability, at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the DNR to select a Contractor or to execute a binding contract with any Contractor that may be selected. DNR further reserves the right to cancel the RFP, to issue a new RFP, and to provide or perform any or all of the goods and services described in this RFP if it is in the best interests of DNR. In addition, DNR may terminate or suspend contract negotiations with any selected Contractor, at any time, without penalty or liability. This RFP process is for the benefit of DNR, and is intended to provide the Evaluation Committee with competitive information to assist in the selection of a Contractor to provide goods and services. It is not intended to be comprehensive, and each Contractor is responsible for determining all factors necessary for submission of a comprehensive Bid Proposal.

2.14 Disqualification

DNR may reject outright and may not evaluate Bid Proposals for any one of the following reasons:

- 2.14.1 The Contractor fails to deliver the Bid Proposal by the due date and time.
- 2.14.2 The Contractor fails to deliver the cost proposal in a separate envelope.
- 2.14.3 The Contractor's Bid Proposal is not compliant with the requirements of the RFP.
- 2.14.4 The Contractor's Bid Proposal limits the rights of the DNR.
- 2.14.5 The Contractor fails to timely respond to the DNR's request for information, documents, or references.
- 2.14.6 The Contractor fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in section 3 of this RFP.
- 2.14.7 The Contractor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.
- 2.14.8 The Contractor initiates unauthorized contact regarding the RFP with state employees.
- 2.14.9 The Contractor provides misleading, inaccurate, or unbalanced responses.

2.14.10 There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Evaluation Committee from other sources) to satisfy the DNR or any member of the Evaluation Committee that the Contractor is properly qualified to satisfy the requirements of the RFP.

2.14.11 The Respondent is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code section 12J.3.

2.14.12 The Respondent has defaulted or had a similar contract terminated for cause in the last 24 months.

2.15 Nonmaterial Variances

The DNR reserves the right to waive or permit cure of nonmaterial variances in the Bid Proposal if they judge it to be in its best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. In the event the DNR waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Contractor from full compliance with RFP specifications or other contract requirements if the Contractor is ultimately selected. The determination of materiality is in the sole discretion of the DNR.

2.16 Reference Checks

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

2.17 Information from Other Sources

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

2.18 Verification of Bid Proposal Contents

The content of a Bid Proposal submitted by a Contractor is subject to verification. If the DNR determines that the content is in any way misleading or inaccurate, the Contractor may be disqualified.

2.19 Bid Proposal Clarification Process

The DNR reserves the right to contact a Contractor at any time after the submission of Bid Proposals for the purpose of clarifying a Bid Proposal or to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Contractor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Contractor’s Bid Proposal. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the Issuing Officer within the time specified in DNR’s request. Failure to comply with requests for additional information

may result in rejection of the Bid Proposal as non-compliant.

2.20 Disposition of Bid Proposals

All Bid Proposals become the property of the DNR and shall not be returned to the Contractor at the conclusion of the selection process. The contents of all Bid Proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.21 Public Records and Requests for Confidential Treatment

The DNR may treat all information submitted by a Contractor as public information unless the Contractor properly requests that specific parts of the Bid Proposal be treated as confidential at the time of submitting the Bid Proposal. The DNR's release of information is governed by Iowa Code chapter 22 and 561 Iowa Administrative Code chapter 2. Contractors are encouraged to familiarize themselves with these provisions of law before submitting a Bid Proposal. The DNR will copy and permit examination of public records as required to comply with the public records laws. Any request for confidential treatment of specific information must be included in the transmittal letter with the Contractor's Bid Proposal. In addition, the Contractor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Contractor to respond to any inquiries by the DNR concerning the confidential status of the materials. Any Bid Proposal submitted which contains specific confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Failure to properly identify specific information as confidential shall relieve DNR or State personnel from any responsibility if confidential information is viewed by the public, a competitor, or is in any way released. Identification of the entire Bid Proposal as confidential may be deemed non-responsive and disqualify the Contractor. If the Contractor designates any portion of the RFP as confidential, the Contractor must submit one paper copy of the Bid Proposal marked "Public Copy" from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Bid Proposal as possible. If DNR receives a request for information marked confidential, written notice shall be given to the Contractor in compliance with 561 Iowa Administrative Code chapter 2 to allow the Contractor to seek injunctive relief pursuant to Iowa Code section 22.8. The DNR will treat the information marked confidential as confidential information only if a court of competent jurisdiction determines the information is confidential under Iowa Code chapter 22 or other applicable law. The Contractor's failure to request confidential treatment of material will be deemed by the Lead Agency as waiver of any right to confidentiality the Contractor may have had.

2.22 Reproduction of the Bid Proposal

By submitting a Bid Proposal, the Contractor agrees that the DNR may copy or reproduce the Bid Proposal for purposes of facilitating the evaluation of the Bid Proposal or to respond to requests for

public records. The Contractor consents to such copying and reproduction by submitting a Bid Proposal and warrants that such copying and reproduction will not violate the rights of any third party. The DNR shall have the right to use ideas or adaptations of ideas that are presented in the Bid Proposals.

2.23 Release of Claims

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

2.24 Presentations

At the discretion of the DNR and the evaluation committee, a Contractor may be requested to provide either an on-site or web-based Bidder Demonstration of the Contractor's product to verify and further evaluate information submitted in the Bid Proposals. Contractors will be allotted **1** hour for a demonstration of the key functions and features described in Section 4 of this RFP. The demonstration will be immediately followed by a 30 minute question and answer period. The DNR will contact qualified bidders to schedule their demonstration. The demonstration shall not materially change the information contained in the original written Bid Proposal. Contractors who fail to provide a demonstration when requested, shall be disqualified.

2.25 Evaluation of Bid Proposals Submitted

Bid Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the RFP. The DNR and Evaluation Committee will not necessarily select the Contractor(s) offering the lowest cost proposal. Instead, the DNR intends to select the Contractor whose Responsive Bid Proposal the Evaluation Committee believes will provide the best value to the DNR.

2.26 Notice of Selection and Acceptance Period

The DNR will send a notice of intent to negotiate a contract to all Contractors submitting a timely Bid Proposal and may post the notice at the website shown on the RFP cover sheet. It is the intent of DNR that negotiation and execution of the contract(s) shall be completed no later than **15** days from the date of the Notice of intent to negotiate a contract. If the apparent successful Contractor fails to negotiate and deliver an executed contract by that date, then DNR may extend the negotiation period, or cancel the selection and negotiate a contract with any remaining Contractor that the DNR believes will provide the best value to the DNR.

2.27 Definition of Contract

The full execution of a written contract shall constitute the making of a contract for the goods and services requested by the RFP, and no Contractor shall acquire any legal or equitable rights relative to any contract for goods and/or services until a separate written contract, with terms and conditions acceptable to the DNR, has been fully executed by the successful Contractor and DNR. By submitting a Bid Proposal, each Contractor acknowledges that selection of a Contractor shall not create any contract or other obligation until a separate written contract has been executed as described above.

2.28 Choice of Law and Forum

This RFP and the Resulting 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 Resulting Contract. Contractors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP, or any resulting contract shall be brought in the Iowa District Court for Polk County, if the jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Licensee, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise.

2.29 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. Contractors are responsible to determine the applicability of this Chapter 68B to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.30 No Minimum Guaranteed

The DNR anticipates that the selected Contractor 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 Contractor's goods or services. In addition, no guarantee is made that a Contractor will be selected or any contract will be executed as a result of this RFP.

2.31 Criminal History and Background Investigation

The Contractor hereby explicitly authorizes the DNR to conduct criminal history and/or other background investigation(s) of the Contractor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Contractor for the performance of the contract.

2.32 Award

DNR will exercise its right to determine and accept all portions of any apparent successful Contractor's proposal, or DNR may choose to reject all bids.

2.33 Reservation of Rights

DNR reserves the right to reject any or all offerings presented in a Contractor's proposal, whether included as a response to specifications in this RFP or as an alternative approach, subject to negotiation.

Section 3 Format and Content of Bid Proposals

3.1 Instructions

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

3.1.1. The Bid Proposal shall be typewritten on 8.5" x 11" paper (one side only).

3.1.2. The Bid Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. Each part (technical, cost) of the Bid Proposal shall be sealed in **separate envelopes**. The cost proposal needs to be in a separate sealed envelope from the technical proposal. One (1) USB Flash Drive with the Technical Proposal only in a sealed envelope. The envelopes shall be labeled with **Attachment #5 Sealed Bid Proposal Labeling**.

The DNR shall not be responsible for misdirected packages or premature opening of Bid Proposals if a Bid Proposal is not properly labeled. **The United States Postal Service (USPS) does not deliver mail or packages directly to the address provided above but rather to the Capitol Complex Mail Room. Extra time should be allotted for proposals sent by the USPS.** Federal Express and UPS shipments and overnight letter/bids to the DNR in the Wallace Building are delivered directly to the 4th floor DNR mailroom. All Federal Express and UPS shipments to the DNR, Wallace Building, are machine-stamped with the date and time to document their receipt by the DNR. If you do not hand-deliver your bid to the DNR mailroom for date/time-stamping as received, we recommend you consider Federal Express or UPS.

The DNR shall not consider bids if they are not received by the DNR, either at its mail room or at its Fourth Floor Reception Desk, by the time and date described in the Notice to Bidders, regardless of whether the bid was mailed prior to that time and date or whether the bid was received at the Capitol Complex Mail Room or other state government locations prior to that time and date.

3.2.1 One (1) original and three (3) copies of the Bid Proposal (Technical, Cost) in separately sealed envelopes per section 3.1.2, shall be timely submitted to the Lead Agency. **One (1) USB Flash Drive with the Technical Proposal only** in a sealed envelope shall be timely submitted to the Lead Agency. The envelopes shall be labeled with **Attachment #5 Sealed Bid Proposal Labeling**.

3.2.2 If the Contractor designates any information in its proposal as confidential pursuant to section 2.21, the Contractor also must submit one (1) hard copy of the Bid Proposal from which confidential information has been excised as provided in section 2.21.

3.2.3 Bid Proposals shall not contain promotional or display materials.

3.2.4 Attachments shall be referenced in the Bid Proposal.

3.3 Technical Proposal

The following documents and responses shall be included in the Bid Proposal in the order given below. For the Contractor's convenience, and to facilitate the review process, Contractors are requested to complete the Requirements Checklist provided as Attachment #3, to ensure that all items in Sections 3.2 are submitted, and to use Attachment #3 as a cover page for its responses to 3.2. Failure to submit these items shall result in rejection of the Bid Proposal as unresponsive.

3.3.1 Transmittal Letter

An individual authorized to legally bind the Contractor shall sign the transmittal letter. The letter shall include the Contractor'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 2.21.

3.3.2 Table of Contents and Pagination

The Contractor is encouraged to include a table of contents of its Bid Proposal, to paginate the Bid Proposal and submit Attachment 3, "Requirements Checklist".

3.3.3 Executive Summary

The Contractor shall prepare an executive summary and overview of the goods and services it is offering, including all of the following information:

3.3.3.1 Statements that demonstrate that the Contractor has read, understands and agrees with the terms and conditions of the RFP and the proposed contract.

3.3.3.2 An overview of the Contractor's plans for complying with the requirements of this RFP.

3.3.3.3 Any other summary information the Contractor deems to be pertinent.

3.3.4 Scope of Work and Technical Requirements

The Contractor shall address each requirement in Section 4 of the RFP as provided for in that Section and explain how it will comply with each requirement. Bid Proposals must be fully responsive to each requirement. Unless otherwise noted, merely repeating the requirements may be considered non-responsive and may disqualify the Contractor. Bid Proposals must identify any deviations from the requirements of this RFP or requirements the Contractor cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the Contractor cannot satisfy may disqualify the Contractor. **In addition to addressing the Technical Requirements, Section 4 requires the Contractor to provide a series of work plans describing how the Contractor would accomplish the project in Iowa given the predominantly agricultural landscape. This should be a thorough and detailed set of work plans of the Contractor's proposal. At a minimum, work plans must follow data collection, analyses and reporting methods for mist net surveys and acoustic monitoring of bats as described in the 2019 version of the U.S. Fish and Wildlife (USFWS) Range-Wide Indiana Bat Summer Survey Guidelines. If the contractor has successfully captured bats in Iowa or similar landscape, information on past**

successful projects should also be included.

3.3.5 Background Information

The Contractor shall provide the following general background information:

3.3.5.1 Name, address, telephone number, fax number and e-mail address of the Contractor including all d/b/a's or assumed names or other operating names of the Contractor.

3.3.5.2 Form of business entity, *i.e.*, corporation, partnership, proprietorship, 'limited liability company', and whether the entity is registered as a Targeted Small Business.

3.3.5.3 State of incorporation, state of formation, or state of organization.

3.3.5.4 Identification and specification of the location(s) and telephone numbers of the major offices and other facilities that relate to the Contractor's performance under the terms of this RFP.

3.3.5.5 Local office address and phone number (if any).

3.3.5.6 Number of employees.

3.3.5.7 Type of business.

3.3.5.8 Name, address and telephone number of the Contractor's representative to contact regarding all contractual and technical matters concerning this Bid Proposal.

3.3.5.9 Name, address and telephone number of the Contractor's representative to contact regarding scheduling and other arrangements.

3.3.5.10 Name and qualifications of any subcontractors and partners who will be involved with this project.

3.3.5.11 The successful Contractor will be required to register to do business in Iowa. If already registered, provide the date of the Contractor's registration to do business in Iowa and the name of the Contractor's registered agent.

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

3.3.6 Experience

The Contractor must provide the following information regarding its experience:

3.3.6.1 Number of years in business.

3.3.6.2 Number of years of experience with providing the types of goods and services sought by the RFP.

3.3.6.3 Describe the level of technical experience in providing the types of goods and services sought by the RFP.

3.3.6.4 List of all goods and services similar to those sought by this RFP that the Contractor has provided to other governmental entities.

3.3.6.5 Demonstrated satisfactory performance on previous and present contracts similar in scope to the subject of this RFP

3.3.6.6 Demonstrated quality of end product similar in scope to the subject of this RFP.

3.3.6.7 Letters of reference from at least three (3) previous customers or clients knowledgeable of the Contractor'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.

3.3.6.8 Describe Contractor's capacity to complete all goods and services sought by this RFP including resources, personnel availability, and any pertinent supporting information.

3.3.6.9 Copy of vendor's USFWS Federal permit.

3.3.7 Personnel The Contractor must provide résumés 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 résumés:

3.3.7.1 Full name.

3.3.7.2 Education.

3.3.7.3 Years of experience and employment history particularly as it relates to the requirements of the RFP. Include experience on similar projects.

3.3.7.4 At least three professional references.

3.3.7.5 Job description for the purposes of this RFP.

The Contractor shall include similar information for and subcontractors and partners to be engaged for any projects under this contract

3.3.8 Termination, Litigation, Debarment

The Contractor must provide the following information:

3.3.8.1 During the last five (5) years, has the Contractor had a contract for goods and/or services terminated for any reason, or has the Contractor received a notice of breach, notice of default, or similar notice? If so, provide full details related to the termination or notice.

3.3.8.2 During the last five (5) years, describe any damages or penalties or settlements pertaining to contract disputes under any of the Contractor's existing or past contracts as it relates to for goods and/or services performed that are similar to the goods and/or services contemplated by this RFP. If so, indicate the reason for the penalty, damages or exchange of property, goods, or services and the estimated amount of the cost of that incident to the Contractor.

3.3.8.3 During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.

3.3.8.4 During the last five (5) years, list and summarize of all litigation, threatened litigation, administrative or regulatory proceedings, or similar matters to which the Contractor or its officers have been a party. The Contractor 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 Bid Proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid Proposal, and with respect to the successful Contractor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Lead Agency.

3.3.8.5 During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Contractor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

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

3.3.9 Acceptance of Terms and Conditions

The Contractor shall specifically agree that the Bid Proposal is predicated upon acceptance of all terms and conditions stated in the RFP. If the Contractor objects to any term or condition, the Contractor must specifically refer to the RFP page, and section. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify the Contractor. See Section 6 for further information and additional requirements.

3.3.10 Certification Letter

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

3.3.11 Authorization to Release Information

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

3.3.12 Form 22 – Request for Confidentiality

The Contractor shall sign and submit with the Bid Proposal the document included as Attachment #6 (Form 22 – Request for Confidentiality) in which the Contractor declares if the Bid Proposal does or does not contain information for which confidential treatment will be requested.

3.3.13 Firm Bid Proposal Terms

The Contractor shall guarantee in writing the availability of the goods and/or services offered and that all Bid Proposal terms, including price, will remain firm for a minimum of 90 days following the deadline for submitting Bid Proposals.

3.3.14 Bid Proposal Security

There is no bid bond required by this RFP.

3.4 Cost Proposal

The Contractor shall provide its **cost proposal in a separately sealed envelope** per **section 3.1.2** for the proposed goods and/or services. **See Attachment 4.**

Section 4

Scope of Work Requirements

4.1 Overview

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

The successful Contractor shall provide the goods and/or services to DNR using the Contract in accordance with the specifications and technical requirements as provided in this Section. The Contractor shall address each requirement in this Section and indicate whether or not it will comply with the requirement. If the context requires more than a yes or no answer or the section specifically indicates, the Contractor shall explain how it will comply with the requirement. Proposals must address each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the Contractor. Proposals must identify any deviations from the requirements of this RFP or requirements the Contractor cannot satisfy. If the Contractor deviates from or cannot satisfy the requirement(s) of this section, the DNR may reject the Proposal.

4.2 Description of Statement of Work

The purpose of this RFP is to solicit proposals from qualified Contractors to conduct telemetry and hibernacula studies to evaluate migratory movements and habitat use of the MYSE and MYSO. The telemetry study area will be based on the results of 2016-2018 acoustic bat monitoring studies and other bat capture data) and will be provided by the DNR. It may include multiple public areas (most likely in one watershed) identified as having the potential for capture of MYSE and MYSO based on the results of previous studies.

Proposal work plans must demonstrate compliance to the 2019 USFWS Range-wide Indiana Bat Summer Survey Guidelines, USFWS section 10(a)(1)(A) Permit, and State of Iowa Scientific Collectors Permit requirements, and address how the measurable goal of having the minimum number of bats with working transmitter at the time the bats leave summer habitat will be achieved. The work plan must also specify how many net sets and how many biologist nights are planned for accomplishing the work. The work plans must also address action taken to minimize data loss risk and describe strategies for capturing bats in a predominantly agricultural landscape. The telemetry study will be conducted during late summer of and early fall 2019. The hibernacula study will begin early fall 2019 and extend in to 2020 (four months for short-term new potential hibernacula monitoring sites and 12 months for long-term known hibernacula sites). Maps showing the study areas (HCP, telemetry, and hibernacula) are attached to facilitate proposal development.

As identified in the grant, the resulting studies will support the development of a HCP for MEC wind power facilities in Iowa. Contractors are encouraged to present proposals based off of their expertise and creativity to best meet the following obligations:

Obligation	Task Milestone Date
<p>Task 1a: Telemetry Study Description: The Telemetry Study will evaluate bat activity pre-migration and through migration for the purpose of describing habitat use, home range and the timing and trajectory of migration as well as behavior through migration. The study includes mist-netting bats and fixing transmitters for the purpose of monitoring bat activity until migration occurs as evidenced by absence of bats and of tracking migratory movement. The study consists of the following: (1) Actively tracking a minimum of 20 bats (a combination of MYSE and MYSO or DNR approved species) to describe pre-migration bat behavior (e.g., foraging and roosting) and home range and to evaluate the timing and trajectory of migration; (2) Actively tracking a minimum of six of these bats (three MSYO and three MYSE, or a DNR approved combination of species) to their hibernacula. Data to be collected during migration include, at a minimum, the following: flight speed, temperature behavior relationships, path/track of bat, timing of departure from summer habitat and arrival at the hibernacula, and any behavior along the way. Contractor shall provide written daily progress reports via email to the DNR throughout the mist netting and telemetry period.</p> <p>Deliverable: Data on 20 bats (a combination of MYSE and MYSO or DNR approved species) pre-migration of which six will be tracked through migration. Of the six migrating bats, three shall be MYSO and three shall be MYSE, or a DNR approved combination of species. This data shall include the following: (1) written daily progress reports; (2) all telemetry data collected as described above; and (3) all mist-netting data. Bat data shall be summarized in daily progress reports and provided in the current standardized USFWS Region 3 Bat Reporting Spreadsheet. Contractor shall also provide telemetry data collected in a file format approved by the DNR for mapping distribution and movement of MYSO and MYSE or other DNR approved species. GIS shapefiles of bat detections and flight paths are preferred.</p>	<p>As appropriate to fulfill task prior to start of migration. Preliminary telemetry data submission no later than November 15, 2019 unless migration is late. Bat capture data submission as appropriate for USFWS section 10(a)(1)(A) Permit and State of Iowa Scientific Collectors Permit requirements.</p>
<p>Task 1b: Telemetry Study Data Analysis Description: Analyze telemetry data collected as described in Task 1a on (1) a minimum of 20 bats pre-migration (a combination of MYSE and MYSO or DNR approved species) and (2) six bats through migration. Of the six migrating bats, three shall be MYSO and three shall be MYSE, or a DNR approved combination of species. Analysis shall include a description of pre-migration activity (e.g., foraging and roosting behavior, home range),</p>	<p>No later than December 15, 2019 for preliminary findings (presentation).</p>

<p>an evaluation of the timing and trajectory of migration as well as an evaluation of the activity of migrating bats until movement concludes with hibernation. The analysis shall also document how a minimum of six migrating bats (of which three shall be MYSO and three shall be MYSE, or a DNR approved combination of species) interacted with wind facilities, should they encounter them, along the migration pathway. At a minimum reporting metrics during migration shall include flight speed, temperature behavior relationships, path/track of bat, timing of departure from summer habitat and arrival at the hibernacula, and any behavior along the way.</p> <p>Deliverable: Analysis of data collected on a minimum of 20 bats pre-migration (a combination of MYSE and MYSO or DNR approved species) and six bats through migration. Of the six migrating bats, three shall be MYSO and three shall be MYSE, or a DNR approved combination of species. The contractor shall present preliminary findings in a presentation for DNR approval detailing findings of the surveys. Contractor shall also provide data collected in a file format for mapping distribution and movement of bats. GIS shapefiles of bat detections and flight paths are preferred.</p>	
<p>Task 1c: Telemetry Study Report</p> <p>Description: Prepare, submit, and present to the DNR a written report on a minimum of 20 pre-migration bats (a combination of MYSE and MYSO or DNR approved species) and six migrating bats. Of the migrating bats three shall be MYSO and three shall be MYSE or a DNR approved combination of species. This report shall include all details of the study. The final report is to follow standard journal format and include the following: Abstract, Introduction, Methods, Results, Discussion (including management implications, if applicable), and Literature Cited. In addition, the contractor will provide written bi-weekly progress reports to the DNR during the contract period.</p> <p>Deliverable: Written reports as described above on 20 bats (a combination of MYSE and MYSO or DNR approved species) pre-migration and six bats tracked through migration. Of the six migrating bats, three shall be MYSO and three shall be MYSE, or a DNR approved combination of species.</p>	<p>Bi-weekly progress reports throughout the contract period. No later than March 31, 2020 for final report.</p>
<p>Task 2a: Hibernacula Study</p> <p>Description: The Hibernacula Study will consist of identifying potential new hibernacula location, based on a preliminary landscape model. The study involves (1) ground-truthing model output and reconnaissance surveys for the purpose of identifying potential hibernacula sites; (2) conducting acoustic monitoring of a minimum of six new potential hibernacula sites identified during site selection reconnaissance surveys for the purpose of describing bat activity from October 1-January 31 (short-term). In addition, acoustic monitoring will be conducted continuously for a period of up to</p>	<p>No later than March 1, 2020 for short-term monitoring sites and December 1, 2020 for long-term sites. GPS data of reconnaissance surveys and/or maps will be provided during biweekly progress reports until</p>

<p>12 months at two known hibernacula (October 2019-October 2020). Data collection from the reconnaissance and monitoring sites shall include photographs and at a minimum the following data to characterize the sites: landform, land cover attributes, bluff features, and orientation as well as acoustic bat call data files. The contractor will provide weekly progress reports during the reconnaissance surveys and bi-weekly progress reports throughout the acoustic monitoring.</p> <p>Deliverable: Data collected from all sites assessed during the reconnaissance surveys characterizing potential hibernacula sites and acoustic bat data from six short-term and two long-term monitoring sites. This data shall include the following: (1) written weekly and bi-weekly progress reports as described above; (2) data collected from all sites reviewed during site selection reconnaissance surveys including GPS track of areas reviewed, site photographs and characterization; and (3) a copy of acoustic data collected from all hibernacula sites monitored. Contractor shall provide data collected in a file format approved by the DNR. GIS shapefiles are preferred.</p>	<p>monitoring equipment is deployed no later than October 1, 2019.</p>
<p>Task 2b: Analyze Hibernacula Data Description: (1) Analysis of reconnaissance sites reviewed and all new locations (sites selected for monitoring) shall include at a minimum a characterization of the site by landform, land cover attributes, bluff characteristics, and orientation. (2) Analyze hibernacula acoustic data to assess bat presences (all species) and activity at all the hibernacula sites monitored (six short-term and two long-term continuous). Call analysis and reporting shall follow methods described in the 2019 USFWS Range-wide Indiana Bat Summer Survey Guidelines.</p> <p>Deliverable: The contractor shall present preliminary findings in a presentation for DNR approval of the reconnaissance surveys and the fall acoustic monitoring at both short- and long-term sites. Contractor shall provide of all analyzed data in the standardized USFWS Region 3 Bat Reporting Spreadsheet (2019).</p>	<p>December 15, 2019 for preliminary findings of fall monitoring all sites; March 1, 2020 for short-term sites; December 1, 2020 for long-term sites.</p>
<p>Task 2c: Hibernacula Study Report Description: Prepare, submit, and present to the DNR a written report including all details of the study as described above to include (1) reconnaissance surveys and (2) short-term and long-term acoustic monitoring sites. The final report is to follow standard journal format and include the following: Abstract, Introduction, Methods, Results, Discussion (including management implications, if applicable), and Literature Cited.</p> <p>Deliverable: Written reports on the reconnaissance surveys and fall acoustic monitoring at both short- and long-term sites. Contractor shall provide of all analyzed data in the standardized USFWS Region 3 Bat</p>	<p>April 30, 2020 draft report of findings at short-term monitoring sites and preliminary findings at long-term monitoring sites; December 31, 2020 final report of findings at all monitoring sites.</p>

<p>Reporting Spreadsheet (2019). Summaries of the acoustic data analysis in the written report shall follow reporting formats described in the USFWS Range-wide Indiana Bat Summer Survey Guidelines.</p>	
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Section 5 Evaluation of Proposals

5.1 Introduction

This section describes the evaluation process that will be used to determine which Bid Proposal(s) provides the greatest benefit. DNR will not necessarily select the Contractor offering the lowest cost; instead, DNR will select the Contractor whose Responsive Bid Proposal appears to provide the best value to the State.

5.2 Evaluation Committee

DNR intends to conduct a comprehensive, fair, and impartial evaluation of Bid Proposals received in response to this RFP. DNR will use an evaluation committee to review and evaluate the Bid Proposals.

5.3 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 Section 3.2 (*i.e.* to determine if the Contractor is a responsible Contractor submitting a Responsive Bid Proposal). Proposals that do not comply with the Format and Content requirements may be rejected as unresponsive by the Lead Agency, 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.

5.4 Preferences

Preferences required by applicable statute or rule shall be applied, where appropriate.

5.5 Evaluation Criteria

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

Criterion:

5.5.1 Cost.

5.5.2 Demonstrated satisfactory performance on bat telemetry and migration study in Iowa or in a similar landscape including demonstrated quality of end product.

5.5.3 Contractor's professional experience, performance record, letters of references, and personnel professional references.

5.5.4 Compliance and thoroughness of Bidder's response to RFP Technical Proposal.

5.5.5 Compliance and thoroughness of Bidder's response to the Statement of Work.

5.5.6 Telemetry Work Plan.

5.5.7 Hibernacula Study Work Plan.

5.5.8 Telemetry and Acoustic Technology proposed for the analysis.

5.5.9 The capacity of the service provider to complete responsibilities described in the Statement of Work.

5.5.10 Additional services/deliverables outside the required obligations of the scope of work that support successful completion of the Telemetry and Hibernacula Studies.

Section 6 Contractual Terms and Conditions

6.0 Preface

Any contract(s) resulting from this RFP between the State and the successful Contractor shall be a combination of the specifications, terms and conditions of this RFP; the offer of the Contractor contained in the Contractor's proposal; written clarifications or changes made in accordance with the provisions herein; and any other terms deemed necessary or acceptable by the DNR.

Any resulting contract shall be available to the public as part of the public record in accordance with applicable law.

6.1 Selection Contingent Upon Contract Negotiations

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

6.2 Duration of Contract Term, and Amendments to Extend Duration of Contract

The term of the Contract shall be 6 months unless terminated earlier in accordance with the terms of the contract. The effective date of the contract shall not precede the date upon which both parties have signed the contract and the date upon which the contract is approved by the Natural Resource Commission, if such approval is required. DNR shall have the sole option to renew and extend this Contract for subsequent periods, adding up to no more than 6 years total, by executing a signed Contract prior to the expiration of this Contract.

6.3 Acceptance of Terms and Conditions

By submitting a proposal, each Contractor acknowledges its acceptance of the specifications, terms and conditions of a contract contained in this RFP, without change except as otherwise expressly stated in its proposal, and of the specifications, terms and conditions of the "Special Conditions" and "General Conditions" found at <http://www.iowadnr.gov/InsideDNR/RFPBidLettings.aspx>. If a Contractor takes exception to any contract provision, the Contractor must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the DNR, as determined in its sole discretion, resulting in possible disqualification of the Contractor's proposal. With regard to the "Special Conditions" portion of the contract forms, DNR and the successful Contractor may agree to modifications to the terms of the "Special Conditions" as necessary to negotiate the terms of a contract.

A Contractor's failure to state an exception to any provision and propose alternative language may be deemed by the DNR to constitute Contractor's acceptance thereof. The State reserves the right to refuse to enter into a contract with the successful Contractor 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 Contractor 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.

6.4 Deadline for Execution of Contract

By submitting a proposal, each Contractor agrees that any and all contracts resulting from this RFP must be negotiated and signed by all parties no later than **August 9, 2019** unless such deadline is extended by DNR in writing. Any failure by a successful Contractor 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 Contractor, and DNR may elect to negotiate with any other Contractor.

**Attachment # 1
Certification Letter**

Alterations to this document are prohibited, see section 2.14.15.

[Date]

Michael Gulick, Issuing Officer
Iowa Department of Natural Resources
502 E 9th Street
Des Moines, Iowa 50319

Re: Request for Proposal Number **20CRDLWBKPOOL-0001**.
PROPOSAL CERTIFICATIONS

Dear **Michael Gulick**:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]** _____ (Contractor) in response to **DNR** for Request for Proposal Number **20CRDLWBKPOOL-0001** for **Northern Long-eared Bat and Indiana Bat Migration Telemetry and Hibernacula Study** are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

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

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency 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 contractor 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 Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Contractor to induce any other contractor 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 Contractor and the Agency

or any other State agency 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 Contractor 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 Agency or State Agency; (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 Agency has relied upon when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Agency 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(8) (2009)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency 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 Contractors 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 Contractor certifies the following: (check the applicable box)

- Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 432*; or
- Contractor 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(42) and (43)*.

Contractor also acknowledges that the Agency may declare the Contractor’s Proposal or resulting contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for

breach of contract in addition to other remedies available to Agency.

Sincerely,

[Name and Title]

Attachment #2

Authorization to Release Information Letter

Alterations to this document are prohibited, see section 2.14.15.

[Date]

Michael Gulick, Issuing Officer
Iowa Department of Natural Resources
502 E 9th Street
Des Moines, Iowa 50319

Re: Request for Proposal Number **20CRDLWBKPOOL-0001**
AUTHORIZATION TO RELEASE INFORMATION

Dear **Michael Gulick**:

[Name of Contractor]_____ (**Contractor**) hereby authorizes the **DNR** ("Agency") 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 Contractor in response to Request for Proposal (RFP) Number **20CRDLWBKPOOL-0001**.

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor 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 Contractor is willing to take that risk.

The Contractor hereby releases, acquits and forever discharges the State of Iowa, the Agency, 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 Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

The Contractor authorizes representatives of the Agency 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 Contractor's Proposal submitted in response to RFP.

The Contractor 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 Contractor's Proposal. The Contractor 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 Contractor that

it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Printed Name of Contractor Organization]

[Name and Title of Authorized Representative]

Date

Attachment # 3
Contractor Requirement Check List

RFP Section	RFP Requirement	Included
3.2.1	Four (4) copies of the Technical Bid Proposal in Sealed Envelope Labeled Correctly	
3.2.1	One (1) USB Flash Drive with <u>Technical Proposal only</u> in Sealed Envelope Labeled Correctly	
3.2.1	Four (4) copies of the Cost Bid Proposal in Sealed Envelope Labeled Correctly	
3.2.2	One (1) Public Copy with Confidential Information Excised in Sealed Envelope Labeled Correctly	
3.3.1	Transmittal Letter	
3.3.2	Contractor Requirement Checklist Attachment #3	
3.3.3	Executive Summary	
3.3.4	Scope of Work and Technical Requirements including Thorough and Detailed Work Plans	
3.3.5	Contractor Background Information	
3.3.6	Contractor Experience including Letters of Reference and Capacity, USFWS Federal Permit	
3.3.7	Personnel including Professional References	
3.3.8	Terminations	
3.3.9	Acceptance of Terms and Conditions	
3.3.10	Certification Letter Attachment #1	
3.3.11	Authorization to Release Information Attachment #2	
3.3.12	Form 22 – Request for Confidentiality	
3.3.13	Firm Proposal Terms	

ATTACHMENT # 4 (In Separately Sealed Envelope)

Payment Terms

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

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

Cost Proposal

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

Deliverable Item	Firm US Dollars
Task 1a - Telemetry Study (1).Data on 20 bats (a combination of MYSE and MYSO or DNR approved species) pre-migration of which six will be tracked through migration. (2) Data on six migrating bats, three shall be MYSO and three shall be MYSE, or a DNR approved combination of species.	
Task 1b - Analyze Telemetry Study Data (1) Analysis of data on 20 bats (a combination of MYSE and MYSO or DNR approved species) pre-migration. (2) Analysis of six bats tracked through migration. Of the six migrating bats, three shall be MYSO and three shall be MYSE, or a DNR approved combination of species.	
Task 1c – Telemetry Study Report (1) Report on 20 bats (a combination of MYSE and MYSO or DNR approved species) pre-migration. (2) Report of six tracked through migration. Of the six migrating bats, three shall be MYSO and three shall be MYSE, or a DNR approved combination of species.	
Task 2a - Hibernacula Study (1) Data on all sites assessed during the hibernacula selection reconnaissance surveys characterizing sites reviewed and selected. (2) Data from six short-term and two long-term acoustic monitoring sites.	
Task 2b - Analyze Hibernacula Study Data (1) Data analysis of all sites assessed during the hibernacula selection reconnaissance surveys characterizing sites reviewed and selected. (2) Data analysis of six short-term and two long-term acoustic monitoring sites.	
Task 2c - Hibernacula Study Report	

(1) Report of all sites assessed during the hibernacula selection reconnaissance surveys characterizing sites reviewed and selected.	
(2) Report of six short-term and two long-term acoustic monitoring sites.	
TOTAL COST:	

Signature: _____

Date: _____

Printed Name and Title: _____

Name of Contractor Organization: _____

Address: _____

Phone: _____

Email: _____

Attachment #5 Sealed Bid Proposal Labeling

20CRDLWBKPOOL-0001. SEALED BID – TECHNICAL PROPOSAL

MYSE & MYSO Bat Migration Telemetry and Hibernacula Study RFP

Iowa Department of Natural Resources

Issuing Officer Michael Gulick

Wallace Building 4th Floor

502 East 9th St.

Des Moines, IA 50319

20CRDLWBKPOOL-0001. SEALED BID – TECHNICAL PROPOSAL – USB FLASH DRIVE

MYSE & MYSO Bat Migration Telemetry and Hibernacula Study RFP

Iowa Department of Natural Resources

Issuing Officer Michael Gulick

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Des Moines, IA 50319

20CRDLWBKPOOL-0001. SEALED BID – COST PROPOSAL

MYSE & MYSO Bat Migration Telemetry and Hibernacula Study RFP

Iowa Department of Natural Resources

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