

## REQUEST FOR PROPOSALS - RFP COVER SHEET

## Administrative Information:

<b>TITLE OF RFP:</b>	Steamboat Rock Dam Stream Restoration Design Services		<b>RFP #: 19CRDLWBNHOOG-004</b>	
<b>Agency:</b>	Department of Natural Resources (DNR)			
<b>DNR seeks to purchase:</b>	Design services and construction oversight for Steamboat Rock Dam Stream restoration.			
<b>Number of mos. or yrs. of the initial term of the contract:</b>	3 Years	<b>Number of possible annual extensions:</b>	3 Years	
<b>Anticipated Date for Initial Contract term beginning:</b>	May 10, 2019	<b>Anticipated Ending Date:</b>	May 10, 2022	
<b>Issuing Officer:</b>				
<b>Name:</b> Michael Gulick				
<b>Mailing Address:</b> Iowa Department of Natural Resources Wallace Building 4 <sup>th</sup> Floor 502 East 9 <sup>th</sup> St. Des Moines, Iowa 50319				
<b>Phone:</b> (515) 725-8214				
<b>e-mail:</b> <a href="mailto:Michael.Gulick@dnr.iowa.gov">Michael.Gulick@dnr.iowa.gov</a>				
<b>FAX:</b> (515) 725-8201				

PROCUREMENT TIMETABLE—Event or Action:	Date/Time (Central Time):
DNR Posts Notice of RFP on TSB website	03/13/2019
DNR Issues RFP	03/15/2019
Written Questions, requests for clarification, and suggested changes from Contractors due	03/29/2019
DNR's written response to questions, requests for clarifications, and suggested changes	04/02/2019
Bid Proposals Due no later than 12:00 PM Central Time	4/11/2019
Anticipated Date to issue Notice of Intent to Award	04/23/2019
Anticipated Date to complete contract negotiations	05/09/2019

Relevant Websites:	Web-address:
Internet website where Addenda to this RFP will be posted:	<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>
Internet website where Notice of Intent to Award may be posted:	<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>
Internet website where contract terms and conditions are posted:	<a href="http://www.iowadnr.gov/InsideDNR/RFPBidLettings.aspx">http://www.iowadnr.gov/InsideDNR/RFPBidLettings.aspx</a>

Number of Copies of Bid Proposals Required to be Submitted:	<b>4</b>
Bid Proposal Security, if any:	<b>None</b>
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:	<b>90 Days</b>

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

### TABLE OF CONTENTS

Title	Page
Section 1 – Introduction	3
Section 2 – Administrative Information	5
Section 3 – Format and Content of Bid Proposals	12
Section 4 – Statement of Work Requirements	18
Section 5 – Evaluation of Proposals	21
Section 6 – Contractual Terms and Conditions	23

### **Attachments**

Attachment #1	Certification Letter
Attachment #2	Authorization to Release Information Letter
Attachment #3	Contractor Requirement Check List
Attachment #4	Cost Proposal
Attachment #5	Sealed Bid Proposal Labeling
Attachment #6	Form 22 – Request for Confidentiality

## 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.

### 1.2. 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 Iowa Department of Natural Resources (DNR) is seeking proposals from qualified Contractors to provide stream restoration design and construction oversight services for the Steamboat Rock Dam. The DNR seeks to restore natural stream functions using cost effective methods with low ongoing maintenance costs.

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

Contractors are invited to submit 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 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. 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.

#### **2.7 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.

#### **2.8 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.

## **2.9 Submission of Bid Proposals**

**Each Contractor must submit its Bid Proposal so that it is received by the Issuing Officer no later than May 11, 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.

## **2.10 Bid Proposal Opening**

**The DNR will open Bid Proposals at May 11, 2019 at 1:00 PM Central Time at the Wallace Building 4<sup>th</sup> Floor, 502 E 9<sup>th</sup> 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.

## **2.11 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.

## **2.12 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.

## **2.13 Disqualification**

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

- 2.13.1** The Contractor fails to deliver the Bid Proposal by the due date and time.
- 2.13.2** The Contractor fails to deliver the cost proposal in a separate envelope.
- 2.13.3** The Contractor's Bid Proposal is not compliant with the requirements of the RFP.
- 2.13.4** The Contractor's Bid Proposal limits the rights of the DNR.
- 2.13.5** The Contractor fails to timely respond to the DNR's request for information, documents, or references.
- 2.13.6** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in section 3 of this RFP.
- 2.13.7** 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.

- 2.13.8** The Contractor initiates unauthorized contact regarding the RFP with state employees.
- 2.13.9** The Contractor provides misleading, inaccurate, or unbalanced responses.
- 2.13.10** 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.
- 2.13.11** 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 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.

#### **2.15 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.

#### **2.16 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.

#### **2.17 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.

#### **2.18 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.

#### **2.19 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.

## **2.20 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 DNR as waiver of any right to confidentiality the Contractor may have had.

## **2.21 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.

## **2.22 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.

## **2.23 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 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 Contractors 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.



## **2.24 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.

## **2.25 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.

## **2.26 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.

## **2.27 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.

## **2.28 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. 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.

## **2.29 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.

## **2.30 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.



**2.31 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.

**2.32 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.

- 3.1.3. 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 DNR. **One (1) USB Flash Drive with the Technical Proposal only** in a sealed envelope shall be timely submitted to the DNR. The envelopes shall be labeled with **Attachment #5 Sealed Bid Proposal Labeling**.
- 3.1.4. 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.
- 3.1.5. Bid Proposals shall not contain promotional or display materials.
- 3.1.6. Attachments shall be referenced in the Bid Proposal.

#### 3.2 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.

##### 3.2.1 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.

**3.2.2 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".

**3.2.3 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:

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

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

**3.2.3.3** Any other summary information the Contractor deems to be pertinent.

**3.2.4 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 detailed plan describing how the Contractor would accomplish providing design and construction oversight services.**

**3.2.5 Background Information**

The Contractor shall provide the following general background information:

**3.2.5.1** 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.

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

**3.2.5.3** State of incorporation, state of formation, or state of organization.

**3.2.5.4** 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.

**3.2.5.5** Local office address and phone number (if any).

**3.2.5.6** Number of employees.

**3.2.5.7** Type of business.

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

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

**3.2.5.10** Name and qualifications of any subcontractors who will be involved with this project.

**3.2.5.11** 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.

**3.2.6 Experience**

The Contractor must provide the following information regarding its experience:

- 3.2.6.1** Number of years in business.
- 3.2.6.2** Number of years of experience with providing the types of goods and services sought by the RFP.
- 3.2.6.3** Describe the level of technical experience in providing the types of goods and services sought by the RFP.
- 3.2.6.4** List of all goods and services similar to those sought by this RFP that the Contractor has provided to other governmental entities.
- 3.2.6.5** Demonstrated satisfactory performance on previous and present contracts similar in scope to the subject of this RFP
- 3.2.6.6** Demonstrated quality of end product similar in scope to the subject of this RFP.
- 3.2.6.7** 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.
- 3.2.6.8** Describe Contractor's capacity to complete all goods and services sought by this RFP including resources, personnel availability, and any pertinent supporting information.
- 3.2.6.9** Provide Contractor's current customer service standards and measurements

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

- 3.2.7 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:

- 3.2.7.1** Full name.
- 3.2.7.2** Education.
- 3.2.7.3** Years of experience and employment history particularly as it relates to the requirements of the RFP. Include experience on similar projects.
- 3.2.7.4** At least three professional references.
- 3.2.7.5** Job description for the purposes of this RFP.

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

**3.2.8 Termination, Litigation, Debarment**

The Contractor must provide the following information:

- 3.2.8.1** 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.
- 3.2.8.2** 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.
- 3.2.8.3** 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.

**3.2.8.4** 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 DNR.

**3.2.8.5** 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.

**3.2.9 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.

**3.2.10 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.

**3.2.11 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.

**3.2.12 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.

**3.2.13 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.

**3.2.14 Bid Proposal Security**

There is no bid bond required by this RFP.

**3.3 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 provide stream restoration design and construction oversight services for the Steamboat Rock Dam restoring natural stream functions using cost effective methods with low ongoing maintenance costs meeting the following goals.

1. Eliminate dangerous hydraulic at all flow ranges.
2. Improve upstream passage of native fish at all flow ranges.
3. Investigate potential for reducing flood frequency at Pine Ridge Campground upstream.
4. Connect recreation-based amenities (campgrounds, outfitters) upstream and downstream.
5. Provide habitat with associated informal access area to reduce impacts to existing angling opportunities at the dam.
6. Improve angling opportunities near the day vicinity and upstream in the presently impounded area.
7. Design cost sensitive alternatives for construction.
8. Reduce long-term costs with self-sustaining river channel while avoiding negative effects on other infrastructure such as bridges, levees, and similar.
9. Enhance recreational river navigation including inner tubes and paddle craft.
10. Replace or extend water access.

Designs may include proven methods of river restoration, dam removal, loose-stone grade stabilization structures, or practical combinations of proven methods. The DNR will retain ownership of all deliverables and intellectual property rights for this Contract.

Contractors are encouraged to present proposals based off of their expertise and creativity to best meet the following obligations:

Obligation	Task Milestone Date
<b>Task 1: Review Existing Plans</b> <b>Description:</b> Contractor must review existing plans, including recent Pine Ridge Park master plan, prior listening reports, infrastructure/utility locations under and along the river 2 miles upstream of the dam, develop a project base map, and review process recommendations and options in Chapter 10, Dam Mitigation, of Iowa's River Restoration Toolbox. Contractor must provide a written review report and project base map.	May 31, 2019

<b>Task 2: Dam and Vicinity Survey</b> <b>Description:</b> Contractor must perform and provide a documented land and bathymetry survey of the project base map including the dam and along the river 2 miles upstream of the dam.	August 31, 2019
<b>Task 3: Early Permitting Reviews</b> <b>Description:</b> Contractor must perform pre-application review with U.S. Army Corps of Engineers, DNR Floodplains, and environmental review with DNR Sovereign Lands.	October 31, 2019
<b>Task 4: Flood Modeling</b> <b>Description:</b> Contractor must develop and perform flood modeling reports illustrating Pine Ridge Park infrastructure flood frequency reduction on potential mitigation designs from base flow through 100-year flood using no dam and no east berm scenario versus existing conditions including, if practical, identifying crest elevation of design structure that will reduce frequency of flood events in the park.	October 31, 2019
<b>Task 5: Partner Meetings</b> <b>Description:</b> Contractor must schedule and facilitate partner meetings, kick-off meeting, and three additional in-person meetings, and four conference call meetings. One call will be between the development of the analysis report and the conceptual renderings to discuss potential ramifications of information collected on the design. Another call will preview the conceptual designs for refinement prior to public release.	Ongoing throughout contract
<b>Task 6: Public Meetings</b> <b>Description:</b> Contractor must help DNR facilitate three public input meetings including surveying participants to rank potential Steamboat Rock Dam goals and community values. The first meeting must occur in summer of 2019 and will include a DNR report-out of out listening that has occurred to date. The purpose of this meeting will be to further refine and prompt local community members to contribute their goals and objectives for the project. For the second meeting, the contractor must report out the analysis report and conceptual renderings developed in Tasks 10 and 11. The final meeting will report out the selected design after the 30 percent plans under Task 15 are complete.	Ongoing throughout contract
<b>Task 7: Sediment Characterization</b> <b>Description:</b> Contractor must characterize Impoundment sediment analyzing volume expected to release for full removal scenario and compare to watershed annual delivery rate calculated with RUSLE2 or comparable method, and describe dominant types (sand, silt, gravel) expected to mobilize with potential downstream impacts.	August 31, 2019
<b>Task 8: Mussel Reconnaissance</b> <b>Description:</b> Contractor must perform mussel reconnaissance and report for potential project footprint area.	October 15, 2019
<b>Task 9: Phase 1 Cultural Review</b> <b>Description:</b> Contractor must provide Preliminary Phase 1 cultural review report developed by qualified architectural historian and archeologist to determine National Register of Historic Places (NRHP) eligibility of the potentially affected dam, potential historic complex, or earthwork in the project vicinity that may be eligible for NRHP.	September 30, 2019



<b>Task 10: Analysis</b> <b>Description:</b> Contractor must provide analysis report identifying decision issues, including but not limited to existing cultural conditions and NRHP eligibility, impacts to existing or desirable infrastructure, access, restorative approaches, possible wetland impacts (via NWI review, not a delineation), aquatic life considerations, physical conditions, land ownership, infrastructure purposes of dams, flood issues, flood frequency relative to park infrastructure, material availability and costs, constraints identified, regulatory implications, agency input, and community values and goals for the river in the project vicinity.	November 30, 2019
<b>Task 11: Conceptual Designs</b> <b>Description:</b> Contractor must develop = three conceptual design renderings that mitigate dam hazard and fish passage issues and consider access, restoration, fishing features, and other recreation issues analyzed at publicly accessible areas throughout the project area from the county road D35 bridge through the upper edge of the campground at Pine Ridge Park. Grading-surface level AutoCAD drawings must be developed for each alternative to analyze affects for stakeholders and regulators. Estimated cost to within +/- 25 percent. Develop a table rating effectiveness of each option at addressing goals and constraints identified in analysis report.	January 15, 2020
<b>Task 12: Area of Potential Effect Review</b> <b>Description:</b> Contractor must Develop and submit APE for the three options, plus a fourth "no action" alternative, with descriptions of relative adverse impacts to NRHP eligibility for each option, for review to Iowa SHPO and the project team with SHPO consultation about potential cultural mitigation that may be required under the Section 106 process for each alternative. Conduct review conference call.	January 31, 2020
<b>Task 13: NEPA Review</b> <b>Description:</b> Contractor must initiate and support NEPA review. Determine lead federal agency for NEPA and Section 106 process, submit analysis and cultural reporting to agency staff and project partners.	Ongoing throughout contract
<b>Task 14: Design Decision Facilitation</b> <b>Description:</b> Contractor must facilitate decision process, share conceptual renderings and decision table ranking effectiveness of each alternative to address identified project goal with groups of stakeholders (regulators, local historic preservation commission, local interested public, angling groups, nearby landowners, paddlers, campers, business interests, agency partners, conservation board members, etc.) via physical and/or online survey, deliver report of overall results and results within interest groups for final decision making by DNR.	March 31, 2020
<b>Task 15: 30% Design Plans Review</b> <b>Description:</b> Contractor must deliver 30 percent design plans, refining the preferred alternative that is selected by DNR in consultation with project partners, develop conceptual streambank restoration and water recreation treatments for DNR and SHPO review. Refine costs to +/- 15 percent.	June 30, 2020
<b>Task 16: Refine APE and Phase 2 Cultural Review</b> <b>Description:</b> With SHPO consultation, Contractor must develop refined Area of Potential Effect (APE) including excavation and fill areas for selected option and develop Phase 2 review and report by qualified architectural historian for minimization and/or mitigation plan for DNR and Iowa SHPO review. Any actual mitigation will be conducted separately by DNR and/or federal partners.	July 15, 2020

<b>Task 17: 70% Design Plans Review</b> <b>Description:</b> Contractor must deliver 70 percent design plans with updated probable opinion of costs within +/- 5 percent range for DNR review.	August 31, 2020
<b>Task 18: Final NEPA and SHPO</b> <b>Description:</b> Contractor must Complete NEPA certifications with SHPO concurrence according to Section 106 review process.	October 31, 2020
<b>Task 19: Joint Permit Application Submittal</b> <b>Description:</b> Contractor must submit joint permit application with drawings, cultural reports and clearances, zero rise certification, and mussel reports to DNR Floodplains, DNR Sovereign Lands, and US Army Corps of Engineers Section 404 regulatory group, and any local regulators. Contractor must communicate with regulators and adjust plans as needed.	November 15, 2020
<b>Task 20: Final Design, Construction Plans, Bid Documents</b> <b>Description:</b> Contractor must submit final signed construction drawings, specifications, engineer's opinion of probable costs, and bid documents developed according to State of Iowa bid manual.	February 15, 2021
<b>Task 21: Construction Oversight</b> <b>Description:</b> Contractor must provide construction supervision and inspection services throughout bidding and construction including engineering support throughout the bidding process, attending pre-bid conference, managing bid holder's list, answering contractor questions, six site visits from pre-construction through final walk-through, design support, design modifications, and approving elevations, approving material quality, and creating addenda.	May 30, 2022
<b>Task 22: Additional Services</b> <b>Description:</b> Contractor must provide additional requested services not listed in Task 1 through Task 21 that may be needed to successfully complete this project.	Ongoing throughout contract

## **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 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.

#### **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 design services and construction oversight for Dam restorations including demonstrated quality of end product.
- 5.5.3** Contractor's professional experience, performance record, and letters of references that are related to Dam restorations.
- 5.5.4** Compliance and thoroughness of Contractor's response to RFP Technical Proposal.
- 5.5.5** Contractor's plan from section 3.2.4.
- 5.5.6** Contractor's proven success meeting the goals from section 4.2.
- 5.5.7** Additional services and deliverables outside the required obligations of the statement of work that support successful Steamboat Rock Dam Restoration Design Services.

## **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 Contractor means that the DNR will negotiate in good faith with the selected Contractor in expectation of executing a contract. If the DNR determines within its sole discretion that it cannot execute a contract with the selected Contractor, then it may select a new Contractor 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 1 year 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 appropriate 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 "DNR Standard Contract Conditions" and "General Conditions" found at <http://www.iowadnr.gov/InsideDNR/RFPBidLettings.aspx>. If a Contractor takes exception to any contract provision, then the Contractor must state the specific exception and the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Contract 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 "DNR Standard Contract Conditions", DNR and the successful Contractor may agree to modifications to the terms of the "DNR Standard Contract Conditions" as necessary that do not change the intent of the project to negotiate the terms of a contract.

A Contractor's failure to state an exception to any contract provision and propose alternative language may be deemed by the DNR to constitute Contractor's acceptance thereof. The DNR 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 **May 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 9<sup>th</sup> Street  
Des Moines, Iowa 50319

Re: Request for Proposal Number **19CRDLWBNHOOG-004**  
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 **19CRDLWBNHOOG-004** for **Steamboat Rock Dam Stream Restoration Design Services** 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 9<sup>th</sup> Street  
Des Moines, Iowa 50319

Re: Request for Proposal Number **19CRDLWBNHOOG-004** 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 **19DIRPIOAMURP - 004**.

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**

<b>RFP Section</b>	<b>RFP Requirement</b>	<b>Included</b>
3.1.3	Four (4) copies of the Technical Bid Proposal in Sealed Envelope Labeled Correctly	
3.1.3	One (1) USB Flash Drive with <u>Technical Proposal only</u> in Sealed Envelope Labeled Correctly	
3.1.3	Four (4) copies of the Cost Bid Proposal in Sealed Envelope Labeled Correctly	
3.1.4	One (1) Public Copy with Confidential Information Excised in Sealed Envelope Labeled Correctly	
3.2.1	Transmittal Letter	
3.2.2	Contractor Requirement Checklist Attachment #3	
3.2.3	Executive Summary	
3.2.4	Scope of Work and Technical Requirements including <b>Thorough and Detailed Plan</b>	
3.2.5	Contractor Background Information	
3.2.6	Contractor Experience including Letters of Reference and Capacity	
3.2.7	Personnel	
3.2.8	Terminations	
3.2.9	Acceptance of Terms and Conditions	
3.2.10	Certification Letter Attachment #1	
3.2.11	Authorization to Release Information Attachment #2	
3.2.12	Form 22 – Request for Confidentiality	
3.2.13	Firm Proposal Terms	

**ATTACHMENT # 4 (In Separately Sealed Envelope)****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.

<b>Obligation</b>	<b>US Firm Dollars</b>
<b>Task 1: Review Existing Plans</b>	
<b>Task 2: Dam and Vicinity Survey</b>	
<b>Task 3: Early Permitting Reviews</b>	
<b>Task 4: Flood Modeling</b>	
<b>Task 5: Partner Meetings</b>	
<b>Task 6: Public Meetings</b>	
<b>Task 7: Sediment Characterization</b>	
<b>Task 8: Mussel Reconnaissance</b>	
<b>Task 9: Phase 1 Cultural Review</b>	
<b>Task 10: Analysis</b>	
<b>Task 11: Conceptual Designs</b>	
<b>Task 12: Area of Potential Effect Review</b>	
<b>Task 13: NEPA Review</b>	
<b>Task 14: Design Decision Facilitation</b>	
<b>Task 15: 30% Design Plans Review</b>	
<b>Task 16: Refine APE and Phase 2 Cultural Review</b>	
<b>Task 17: 70% Design Plans Review</b>	
<b>Task 18: Final NEPA and SHPO</b>	
<b>Task 19: Joint Permit Application Submittal</b>	
<b>Task 20: Final Design, Construction Plans, Bid Documents</b>	
<b>Task 21: Construction Oversight</b>	

<b>Task 22: Additional Services</b>	Provide list on separate document with costs
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Signature: \_\_\_\_\_

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

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

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

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Attachment #5 Sealed Bid Proposal Labeling**

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**19CRDLWBNHOOG-004 SEALED BID – TECHNICAL PROPOSAL**

**Steamboat Rock Dam Stream Restoration Design Services RFP**

Iowa Department of Natural Resources  
Issuing Officer Michael Gulick  
Wallace Building 4<sup>th</sup> Floor  
502 East 9<sup>th</sup> St.  
Des Moines, IA 50319

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**19CRDLWBNHOOG-004 SEALED BID – TECHNICAL PROPOSAL – USB FLASH DRIVE**

**Steamboat Rock Dam Stream Restoration Design Services RFP**

Iowa Department of Natural Resources  
Issuing Officer Michael Gulick  
Wallace Building 4<sup>th</sup> Floor  
502 East 9<sup>th</sup> St.  
Des Moines, IA 50319

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**19CRDLWBNHOOG-004 SEALED BID – COST PROPOSAL**

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