

REQUEST FOR PROPOSALS - RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	Black Hawk Lake Archeological Services and Sediment Core Sub-Sample Processing		RFP #: 20CRDLWMBALM-0014
Agency:	Iowa Department of Natural Resources (DNR)		
DNR seeks to purchase:	Consulting services from a qualified archeological Contractor to implement a research design for a Phase 1 archeological investigation related to a dredging project at Black Hawk Lake located in Sac County Iowa.		
Number of mos. or yrs. of the initial term of the contract:	4 months	Number of possible annual extensions:	1 years
Anticipated Date for Initial Contract term beginning:	April 10, 2020	Anticipated Ending Date:	August 31, 2020
Issuing Officer:			
Name: Michael Gulick <small>CPM</small> , DNR Procurement Officer			
Mailing Address: Iowa Department of Natural Resources – Budget & Finance Bureau Wallace Building 4 th Floor 502 East 9 th Street Des Moines, Iowa 50319			
Phone: 515-725-8214			
e-mail: michael.gulick@dnr.iowa.gov			

PROCUREMENT TIMETABLE—Event or Action:	Date/Time (Central Time):
DNR Posts Notice of RFP on TSB website	02/19/2020
DNR Issues RFP	02/21/2020
Written Questions, requests for clarification, and suggested changes from Contractors due	03/06/2020
DNR's written response to questions, requests for clarifications, and suggested changes	03/11/2020
Bid Proposals Due no later than 2:00 PM Central Time	03/18/2020
Anticipated Date to issue Notice of Intent to Award	03/24/2020
Anticipated Date to complete contract negotiations	04/09/2020

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:	1 original, 3 copies, 1 USB
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

1.1 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). The DNR intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the DNR, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

The DNR intends to conduct dredging operations targeted to remove silt, sand, gravel, and sediment from Black Hawk Lake (collectively “Dredged Material”). The DNR is seeking a Contractor to implement a research design that will outline historical contexts of the Black Hawk Lake inlet, identify lakebed landforms with the potential of containing archeological components, and develop a plan to avoid archeological deposits.

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

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

1.2.2 “Contract” means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.

1.2.3 “Contractor” means a Contractor submitting Proposals in response to this RFP.

1.2.4 “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.

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

1.2.6 “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.

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

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

1.2.9 “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.

1.3 Overview of the RFP Process. Contractors will be required to submit their Proposals in hardcopy. It is the 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.

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

Black Hawk Lake is the southern most natural lake in Iowa, located in Sac County near the town of Lake View. This 922-acre lake has a watershed of 14,097 acres and has faced numerous water quality problems that were documented as early as the 1930s. Restoration at Black Hawk Lake began in 2012 to improve water clarity in the lake, provide a better sport fishery for anglers, and to improve water quality in the lake by reducing nutrient and sediment inputs to the lake.

In 2015, a small-scale dredging project was completed at the State Marina to remove 3 feet of soft sediment from the lake bottom, which allowed for better access to a cove of the lake that was especially shallow. In 2015, planning also began to dredge the inlet of Black Hawk Lake. Dredging began in 2017 and was completed in 2019, removing approximately 330,000 CY of soft sediment from the inlet. An existing DNR Wildlife Management Area, which had previously been used as a containment site, was excavated to be re-used as a spoil site for dredging the inlet of the lake. As a part of the project, the channel throughout the inlet was also re-meandered, allowing for additional sediment and nutrient storage. This project will reduce sediment and nutrient loads to the lake by approximately 65% and is critical for continued water quality improvement.

Hydraulic dredging is commonly used to reverse the effects of years of sediment deposition in Iowa's natural lakes and to slow down succession. DNR used its September 2006 bathymetric survey to calculate a 15 feet maximum depth and 6 feet average depth. The main basin of Black Hawk Lake has an area of 760 acres resulting in a water volume of 4,488 acre-feet (Figure 1). It is estimated that Black Hawk Lake historically had areas over 30 feet deep. Hydraulic dredging is the only feasible method for removing the nutrient laden silt that has filled in Black Hawk Lake. Done properly and in the right locations, dredging can help to improve water quality as well.

Past hydraulic dredging of Black Hawk Lake was completed in two phases. The first phase covered a period from 1991-1993, and removed 589,125 cubic yards of sediment. An approximate 240 acre area was dredged, mostly to a depth of eight feet. The second phase began in May of 1993 and continued until December of 1995, with 448,721 cubic yards of sediment removed. An approximately 115-acre area was dredged in the second phase (Figure 2). As evident from the September 2006 bathymetry, there is still a 7-foot deep trench running southwest to northeast, which then doglegs straight west, that coincides with dredging in the 1990s.

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 2.9. 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 the DNR changes any of the deadlines for Contractor submissions, the DNR will issue an Addenda to the RFP.

2.5 Resource Information. Resource information regarding this RFP is available. See the RFP cover sheet for details regarding resource information [Attachment # 7 GIS shape files for Area of Potential Effect](#).

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 who submit written questions or request notification of responses to questions. 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 the 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 **March 18, 2020 at 2:00 PM Central Time. This is a mandatory specification and will not be waived by the DNR.** 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 on **March 18, 2020 at 2:05 PM Central Time** at the **Wallace Building 4th Floor, 502 E 9th Street, Des Moines, Iowa 50319.** The Bid Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and the DNR has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. 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 the DNR. In addition, the 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 the 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 acknowledges that a mandatory specification of the RFP cannot be met;
- 2.13.5** The Contractor's Bid Proposal limits the rights of the DNR;
- 2.13.6** The Contractor fails to timely respond to the DNR's request for information, documents, or references;
- 2.13.7** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in section 3 of this RFP;
- 2.13.8** 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;
- 2.13.9** The Contractor initiates unauthorized contact regarding the RFP with state employees;
- 2.13.10** The Contractor provides misleading, inaccurate, or unbalanced responses; and

- 2.13.11** 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.
- 2.13.12** The Contractor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.13.13** The Contractor is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code section 12J.3.
- 2.13.14** The Contractor has defaulted or had a similar contract terminated for cause in the last 24 months.

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 the 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 part of the public record 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 shall 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 the 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 redacted. This redacted copy is in addition to the number of copies requested in section 3 of this RFP. The confidential material must be redacted 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 the 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 Agency as waiver of any right to confidentiality the Contractor may have had.

2.21 Form 22 - Request for Confidentiality. FORM 22 (Attachment #3) MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

2.22 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 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.

2.25 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 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 the DNR that negotiation and execution of the contract(s) shall be completed no later than 60 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 the 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 the 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 #6 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. Always allow extra time for delivery. 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 on the RFP cover sheet, 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.

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 the Contractor does not hand-deliver the bid proposal to the DNR mailroom for date/time-stamping as received, the DNR recommends the Contractor consider Federal Express or UPS.

3.1.3 Submittal. Per section 3.1.2, in separately sealed envelopes labeled with **Attachment #6 Sealed Proposal Labeling**, the following shall be timely submitted to the DNR: One (1) original and three (3) copies of the Bid Proposal (Technical, Cost). One (1) USB Flash Drive with the Technical Proposal only.

3.1.4 If the Contractor designates any information in its proposal as confidential pursuant to section 2.20, the Contractor also must submit one (1) hard copy of the Bid Proposal from which confidential information has been excised as provided in section 2.20.

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 #4, to ensure that all items in Sections 3.2 are submitted, and to use Attachment #4 as a cover page for its responses to 3.2. Failure to submit these items shall result in rejection of the 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 2.20.

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 Proposal, and submit the check list of submittals per Attachment #4, "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 specifications 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 work plan with sufficient information describing how the Contractor would accomplish the services sought in this RFP.**

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 location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor's performance under the terms of this Bid Proposal;

3.2.5.5 Number of employees;

3.2.5.6 Type of business;

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

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

3.2.5.9 Name, contact information and qualifications of any subcontractors who will be involved with this project the Contractor proposes to use and the nature of the services and/or goods the subcontractor would perform; and

3.2.5.10 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 experience with providing the types of goods/services sought by the RFP;

3.2.6.3 The level of technical experience in providing the types services/goods sought by the RFP;

3.2.6.4 A list of all services/goods similar to those sought by this RFP that the Contractor has provided to other businesses, specifically identify services provided to governmental entities; and

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

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 resumes for all key personnel who will be involved in providing the services and/or goods 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 specifications of the RFP; and

3.2.7.4 Job description for the purposes of this RFP.

The Contractor shall include similar information for any subcontractors to be engaged in 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 #3 (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 the number of days identified in the RFP cover sheet 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** for the proposed goods and/or services. See **Attachment #5**.

- 3.3.1 Payment Methods.** The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents shall indicate in their Cost Proposals all of the payment methods they will accept. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

3.3.1.1 Credit card or ePayables. The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa's Terms of Pcard Acceptance, as provided in Section 7.7 of the RFP. Respondents must provide a statement regarding their ability to meet the requirements I this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

3.3.1.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Respondents shall provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit. https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf

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

- 3.3.2 Payment Terms.** Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor
- 3.3.3 Contractor Discounts.** Contractors shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:
- 3.3.3.1 Prompt Payment Discount.** The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

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 the 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 DNR is proposing to hydraulically dredge 750,000 cubic yards to 1,000,000 cubic yards of material from an approximately 220-acre area within the east region of Black Hawk Lake between 2021 and 2023. This dredging project is a vital component of an overall water quality improvement project, as it would create additional depth and volume at Black Hawk Lake.

The DNR requests that the Area of Potential Effect (APE) for the Phase 1 Investigation be the entire 300-acre outlined area, with an assumed maximum depth of sediment removal of 6 feet and constraint of dredging activities not taking place within 200 feet of the shoreline (Figure 3).

It is the understanding of the DNR that Black Hawk Marine does have a barge that would be available for hire by the Contractor to conduct sediment core sampling over open water. The barge has spud bars so that it can provide a stable and stationary working platform. Any potential agreement between the Contractor and Black Hawk Marine is the responsibility of the Contractor. The Contractor may contact Black Hawk Marine at 712-657-2368 for more information and to confirm the availability and suitability of the barge for work on this project.

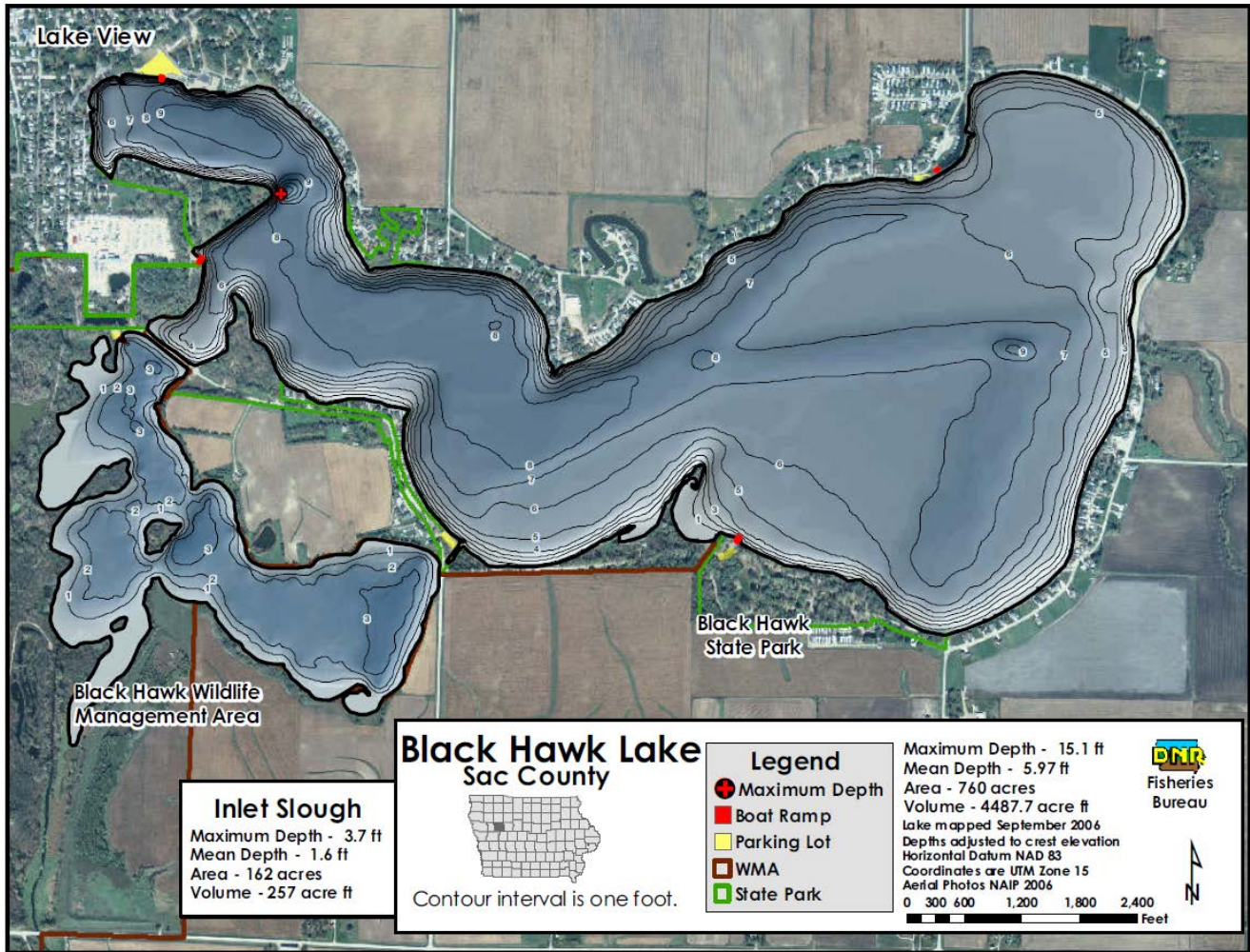


Figure 1 - Black Hawk Lake 2006 Contour Map

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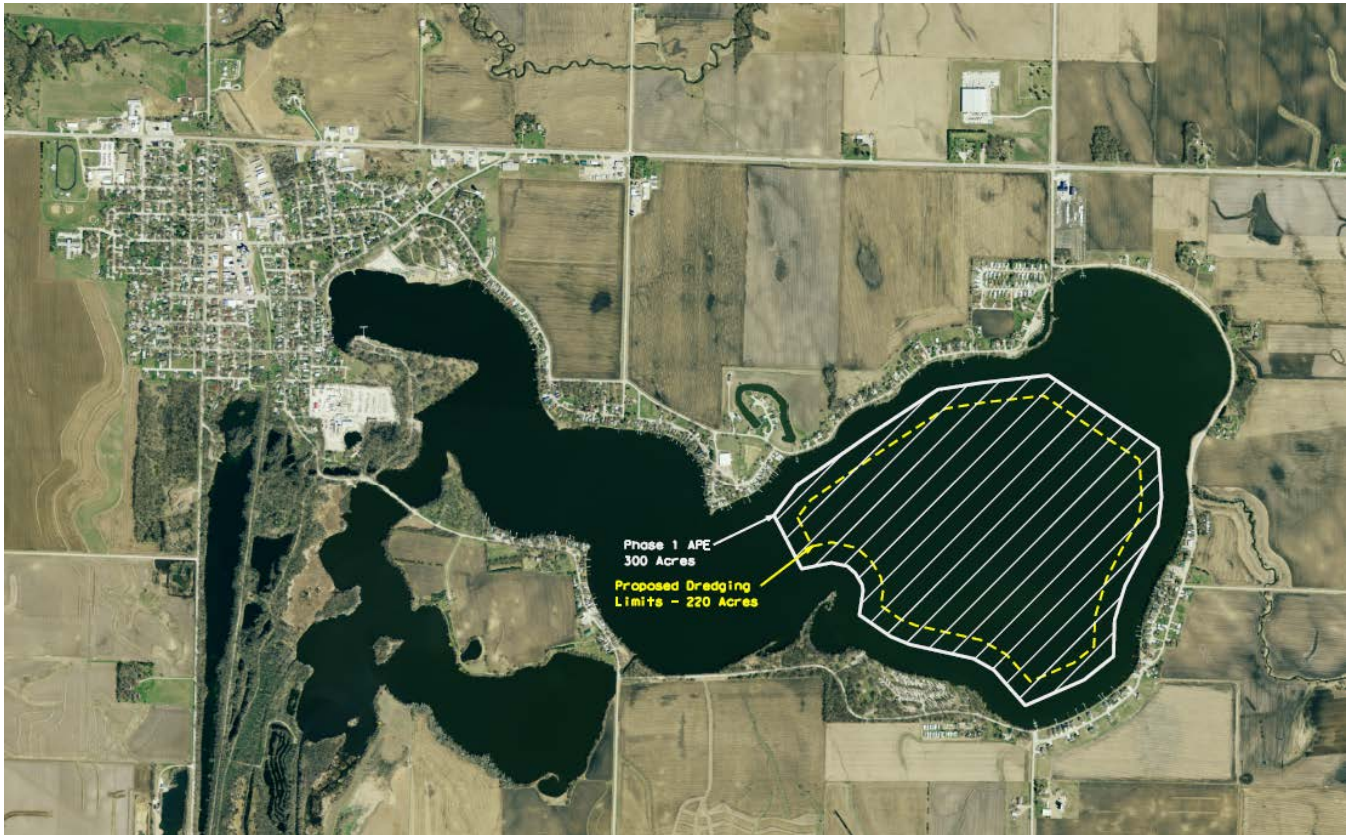


Figure 3 - 220 acre region of Black Hawk Lake proposed for dredging and the 300 acre identified as the Area of Potential Effect for a Phase 1 Archeological Investigation

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

Task	Task Milestone Date
<p>Task 1: Phase 1 Investigation</p> <p>Description: Contractor shall conduct a historic property investigation of appropriate intensity in all areas that will be indirectly and directly affected by project activities. The Contractor shall perform a geo-archaeological investigation of the proposed dredge tract in order to evaluate the potential of the dredge tract to yield intact, buried archeological deposits. The historic property investigation may include, but is not limited to, background research, geomorphological/geoarchaeological investigation, remote sensing, reconnaissance survey, and systematic intensive subsurface sampling.</p> <p>The research design shall include a core/auger sampling strategy covering the APE that will at a minimum 1) identify and delineate geological landform areas, 2) characterize their lithostratigraphy, and 3) screen for the presence or potential presence of archeological components.</p> <p>Historic preservation investigations pursuant to this proposal shall be carried out by or under the direct supervision of an archeologist meeting the Secretary of</p>	<p>No later than June 15, 2020</p>

Interior's Professional Qualifications Standards for prehistoric archeologist.	
Task 2: Investigation Report Description: Contractor shall provide a documented report containing the research design presented in the proposal, investigation findings, and assessments.	No later than July 31, 2020
Task 3: Avoidance Plan Description: The Contractor shall develop a Plan for Avoiding Potential Historic Properties. Within the APE, all submerged historic properties shall be avoided. If the survey results in the identification of historic properties, avoidance and preservation in place shall be the preferred alternative when practical and feasible and the Contractor shall recommend an appropriate horizontal exclusionary buffer to ensure site preservation. The locations of site boundaries and exclusion buffers shall be mapped for future reference and avoidance. Research findings and lake's historical contexts shall be used to develop the Plan for Avoiding Potential Historic Properties. The purpose of the plan is to outline measures that will be taken to: <ol style="list-style-type: none"> 1. Evaluate the dredging program with regards to paleontological and archeological deposits in the lakebed, and 2. Avoid and preserve archeological deposits in the lake basin. The research design, Phase 1 Investigation Report, and Plan for Avoiding Potential Historic Properties shall meet standards acceptable to the U.S. Army Corps of Engineers (COE) for issuance of permits for Section 404 of the Clean Water Act and implementation of Section 106 of the National Historic Preservation Act.	No later than July 31, 2020

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, the 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 as determined by the participating Boards 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 the RFP (*i.e.* to determine if the Contractor is a responsible Contractor submitting a Responsive Bid Proposal). Bid Proposals that do not comply with the Format and Content requirements may be rejected as unresponsive by the DNR, without further scoring of the technical proposal. Technical proposals that are deemed responsive by the DNR will be forwarded to the members of the DNR evaluation committee for scoring. **All Cost Proposals will remain unopened and separated from the Technical Proposals until the DNR evaluation committee has completed its evaluation of the Technical Proposals.**

5.4 Preferences. Preferences required by applicable statute or rule shall be applied, where appropriate. An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Contractors who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.

Notwithstanding the foregoing, if a tied bid involves an Iowa-based Contractor or products produced within the State of Iowa and a Contractor based or products produced outside the State of Iowa, the Iowa Contractor will receive preference. If a tied bid involves one or more Iowa Contractors and one or more Contractors outside the state of Iowa, a drawing will be held among the Iowa Contractors only.

In the event of a tied bid between Iowa Contractors, the DNR shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Contractors have complied with ESGR standards. Preference, in the case of a tied bid, shall be given to Iowa Contractors complying with ESGR standards.

Second preference in tied bids will be given to Contractors based in the United States or products produced in the United States over Contractors based or products produced outside the United States.

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 Capability - Ability of the consultant to deliver products similar to those described in the RFP; demonstrated ability to satisfactorily perform projects for federal, state or local governments, including past history consulting for similar projects.

5.5.3 Technical Expertise - Experience of the consultant and key individual(s) assigned to the project in designing improvements and the types of repairs covered within the Project scope for the DNR or other federal, state or local units of government; understanding of required permits and clearances for state and federally funded construction projects.

5.5.4 Work Plan - Ensures delivery of high quality product and services, including without limitation permitting submissions, on time and within budget.

5.5.5 References.

Section 6

Contractual Terms and Conditions

6.1 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.

The DNR reserves the right to either award a Contract(s) without further negotiation with the successful Contractor or to negotiate Contract terms with the successful Contractor if the best interests of the State would be served. Any resulting contract shall be available to the public as part of the public record in accordance with applicable law.

6.2 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.

6.3 Duration of Contract Term, and Amendments to Extend Duration of Contract. The term of the Contract is intended to begin and end on the dates indicated on the RFP cover sheet 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 Resources Commission](#), if such approval is required. DNR shall have the sole option to renew and extend this Contract for up to the number of annual extensions identified on the RFP cover sheet, adding up to no more than 6 years total, by executing a signed Contract prior to the expiration of this Contract.

6.4 Insurance. The Contract will require the successful Contractor to maintain insurance coverage(s) in accordance with the insurance provisions of the DNR Standard Contract Conditions, Section 8 and of the type and in the minimum amounts set forth below, unless otherwise required by the DNR.

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

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

If a Contractor takes exception to any contract provision, the Contractor must identify it by page and section number, 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.

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. No objection or amendment by a Contractor to the provisions or terms and conditions shall be incorporated into the Contract unless the DNR has explicitly accepted the Contractor's objection or amendment in writing. 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. 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.

6.6 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 [December 31, 2019](#), unless such deadline is extended by the 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 the DNR may elect to negotiate with any other Contractor.

Attachment # 1
Certification Letter

Alterations to this document are prohibited, see section 2.13.12.

March 18, 2020

Michael Gulick, Issuing Officer
Iowa Department of Natural Resources
Wallace Building 4th Floor
502 East 9th Street
Des Moines, Iowa 50319

Re: RFP **20CRDLWBMBALM-0014** - 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 **20CRDLWBMBALM-0014** for **Black Hawk Lake Archeological Services and Sediment Core Sub-Sample Processing** 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 Contractor 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 2.13.12.

March 18, 2020

Michael Gulick, Issuing Officer
Iowa Department of Natural Resources
Wallace Building 4th Floor
502 East 9th Street
Des Moines, Iowa 50319

Re: RFP **20CRDLWBMBALM-0014**- 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 **20CRDLWBMBALM-0014**.

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
Form 22 – Request for Confidentiality
SUBMISSION OF THIS FORM 22 IS REQUIRED

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

1. Confidential Treatment Is Not Requested

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

2. Confidential Treatment of Information is Requested

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

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

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

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

If Agency receives a request for information that Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If Respondent fails to do so, Agency may release the information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent’s request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided**Confidential Treatment Is Not Requested**

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

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

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

Company

RFP Number

RFP Title

Signature (required)

Title

Date

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

Part 2 - Confidential Treatment is Requested

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

NOTE:

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

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

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

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

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

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

Company

RFP Number

RFP Title

Signature (required)

Title

Date

Attachment # 4
Contractor Requirement Check List

RFP Section	RFP Requirement	Included
3.1.3	1 original/3 copy 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	1 original of the Cost Bid Proposal in Sealed Envelope Labeled Correctly	
3.1.4	If applicable, One (1) Public Copy with Confidential Information Excised in Sealed Envelope Labeled Correctly	
3.2.1	Transmittal Letter	
3.2.2	Table of Contents	
3.2.3	Executive Summary	
3.2.4/4.2	Scope of Work and Technical Requirements (including addressing Section 4.2 Statement of Work)	
3.2.5	Background Information	
3.2.6	Experience	
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 Attachment #3	
3.2.13	Firm Proposal Terms	

ATTACHMENT # 5 (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 – 20CRDLWBMBALM-0014

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.

Task	Time Frame	Total Costs
Task 1: Phase 1 Investigation	No later than June 15, 2020	\$ _____
Task 2: Investigation Report	No later than July 30, 2020	\$ _____
Task 3: Avoidance Plan	No later than July 30, 2020	\$ _____
Grand Total Costs		\$ _____

Signature: _____ Date: _____

Printed Name and Title: _____

Name of Contractor Organization: _____

Address: _____

Phone: _____ Email: _____

Attachment #6 Sealed Proposal Labeling

20CRDLWBMBALM-0014 SEALED BID – TECHNICAL PROPOSAL

Black Hawk Lake Archeological Services and Sediment Core Sub-Sample Processing

Iowa Department of Natural Resources

Michael Gulick DNR Procurement Officer

Wallace Building 4th Floor

502 East 9th Street

Des Moines, IA 50319

20CRDLWBMBALM-0014 SEALED BID – TECHNICAL PROPOSAL – USB FLASH DRIVE

Black Hawk Lake Archeological Services and Sediment Core Sub-Sample Processing

Iowa Department of Natural Resources

Michael Gulick DNR Procurement Officer

Wallace Building 4th Floor

502 East 9th Street

Des Moines, IA 50319

20CRDLWBMBALM-0014 SEALED BID – COST PROPOSAL

Black Hawk Lake Archeological Services and Sediment Core Sub-Sample Processing

Iowa Department of Natural Resources

Michael Gulick DNR Procurement Officer

Wallace Building 4th Floor

502 East 9th Street

Des Moines, IA 50319
