REQUEST FOR PROPOSALS - RFP COVER SHEET

Administrative Information:

TITLE OF RFP:

| Agency: | Iowa Department of Natural Resources (DNR) | P #: | 20C-CRDPBMREIN-0010 |
|------------------|---|-----------------|---|
| | The lowa Department of Natural Resources is issuing a reservice provider to operate the concession at Viking Lake Montgomery County, Iowa. The concession business opposed service, convenience store items, bait and tackle sale | State cortun | Park near Stanton in ity is comprised of a snack- |
| DNR seeks to pur | chase: optional seasonal cafe/grill-style restaurant. | | |
| Number of mos. | or yrs. of the initial | | 5-yr |

term of the contract: 5 years Number of possible annual extensions: extensions **Anticipated Date for Initial Contract term beginning:** 4/15/2020 **Anticipated Ending Date:** 4/14/2025 **Issuing Officer:** Name: Sherry Arntzen, Executive Officer

Mailing Address:

Iowa Department of Natural Resources – Parks, Forests and Preserves Bureau

502 East Ninth Street, Wallace State Office Building

Viking Lake Concession

Des Moines, Iowa 50319

Phone: 515/725-8486 FAX: 515/725-8201

E-mail: Sherry.Arntzen@dnr.iowa.gov

| PROCUREMENT TIMETABLE—Event or Action: | Date/Time (Central Time): |
|---|---|
| DNR Posts Notice of RFP on TSB website | 1/15/2020 |
| DNR Issues RFP | 1/17/2020 |
| Mandatory Site Visit – YES Location/Address: Viking Lake State Park 2780 Viking Lake road Stanton, IA 51573 Tour will begin at concession building located at the beach. If a map is needed, contact the Issuing Officer. | 1/31/2020 11:00 a.m. central time |
| Written Questions, requests for clarification, and suggested changes from Contractors due | 2/6/2020 Noon central time |
| DNR's written response to questions, requests for clarifications, and suggested changes | 2/10/2020 |
| Bid Proposals Due no later than Noon Central Time | 2/24/2020 |
| Anticipated Date to issue Notice of Intent to Award | 3/20/2020 |
| Anticipated Date to complete contract negotiations | 3/30/2020 |

| 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: | 4 |
|---|----------|
| Bid Proposal Security, if any: | None |
| Firm Bid Proposal Terms: The minimum Number of Days following the deadline for submitting bid proposals that the Contractor guarantees all bid proposal terms, including price, will remain firm: | 180 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.
- 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.
 - **1.2.10 "Concessionaire"** means person or firm granted a contract to operate a concession in a state park or recreation area. The concessionaire is an independent contractor and not an employee or agent of the DNR.
 - **1.2.11 "Concession Operation"** means operating a business within a concession area in a state park or recreation area including, but not limited to, boat rental, snack food sales, beach operation, and sale of fishing bait and tackle.
 - **1.2.12** "DNR" means department of natural resources.
 - **1.2.13** "Director" means the director of the department of natural resources.
 - 1.2.14 "Gross Receipts" means the total amount received, excluding sales tax, realized or accruing to the concessionaire from all sales, for cash or credit, of services, accommodations, materials or other merchandise pursuant to rights contracted in the contracting including gross receipts of subconcessionaires. All moneys paid into coin-operated devices, except telephones, shall be included in gross receipts.
 - **1.2.15** "New Concession" means the right to concession operation in an area that does not currently have a concessionaire or an area where the DNR wishes to invite bids for a mobile type concession operation.
- **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.

The DNR seeks a Contractor who shall fully utilize the facilities and offer a broad range of concession services contemplated by them. The concessionaire shall be responsible to maintain the facility and grounds and shall have the right, with approval from the DNR, to improve the facilities in the concessionaire's and DNR's combined efforts to provide the best services to the users of Viking Lake State Park.

Viking Lake State Park is located four miles east of Stanton in Montgomery County, Iowa. It is one of the most popular state parks in southwest Iowa due to its accessibility and variety of recreational opportunities. The 137-acre lake is 44 feet at its deepest with many bays and projecting points along its four and one-half mile shoreline. Viking Lake is well stocked with crappies, bluegills, largemouth bass, and catfish. A sandy beach is located the west shore with unsupervised swimming. The spacious campground is located on the lakeshore and offers 120 campsites (22 full service sites, 62 electric sites, 10 buddy electric sites, 24 nonelectric sites, and 2 non-electric buddy sites), modern restroom and shower facilities and a trailer dump station. There are three picnic shelters in the park for day-users and six miles of hiking trails.

1.4.1 Park Visitation Data. Table 1 provides information regarding park visitation and camping guest days. Camping guest days are a cumulative total figured by multiplying the number of individuals on each receipt by the number of nights on each receipt.

| YEAR | PARK | CAMPING GUEST |
|-------|------------|----------------------|
| | VISITATION | DAYS |
| 2019* | 490,000 | 41,412 |
| 2018 | 635,000 | 38,117 |
| 2017 | 643,000 | 32,052 |
| 2016 | 517,000 | 38,050 |
| 2015 | 443,000 | 39,107 |
| 2014 | 515,000 | 34,897 |
| 2013 | 490,000 | 33,804 |
| 2012 | 474,000 | 33,272 |
| 2011 | 295,500 | 33,228 |
| 2010 | 304,000 | 22,851 |
| 2009 | 214,300 | 32,231 |

Table 1 *Through October 2019

1.4.2 Concession Gross Revenue. Table 2 identifies the concession gross revenue over the last ten years. Note: In 2016, a new operator had the contract and subsequently terminated early. Again, in 2017, a new operator took over subsequently terminated early. There has been no operation for 2018 and 2019.

| Service | 2019 | 2018 | 2017 | 2016 | 2015 |
|----------------------------|---------------|---------------|----------|----------|-----------|
| Snack Food Sales | | | | \$3,013 | \$12,134 |
| Restaurant Sales | | | \$44,355 | \$56,371 | \$104,422 |
| Vending Sales | | | \$315 | \$552 | \$0 |
| Convenience Store Items | | | \$1,090 | \$3,692 | \$2,483 |
| Firewood Sales | | | \$2,387 | \$1,345 | \$2,404 |
| Bait & Tackle | | | \$944 | \$2,271 | 10,968 |
| Hunt/Fish License | | | \$0 | \$0 | \$126 |
| Commission | | | | | |
| Boat/Motor Rental | | | \$3,115 | \$4,563 | \$19,107 |
| Boat Accessories | | | | | \$55 |
| Dock Slip Rental | | | | \$600 | \$150 |
| Misc. Sales | | | \$1,787 | | \$585 |
| CONC YRLY TOTAL | No concession | No concession | \$53,989 | \$72,407 | \$152,434 |

| Service | 2014 | 2013 | 2012 | 2011 | 2010 |
|--------------------------|-----------|-----------|-----------|-----------|-----------|
| Snack Food Sales | \$9,215 | \$7,729 | \$4,537 | | \$9,638 |
| Restaurant Sales | \$107,937 | \$121,376 | \$115,722 | \$146,877 | \$154,877 |
| Vending Sales | \$180 | \$0 | \$547 | | |
| Convenience Store | \$5,138 | \$7,843 | \$6,703 | \$14,601 | \$975 |
| Items | | | | | |
| Firewood Sales | \$2,346 | \$2,077 | \$1,511 | \$2,113 | \$6,947 |
| Bait & Tackle | \$11,107 | \$11,404 | \$10,420 | \$10,823 | \$16,771 |
| Hunt/Fish License | \$0 | \$0 | \$0 | | |
| Commission | | | | | |
| Boat/Motor Rental | \$15,954 | \$15,208 | \$11,831 | \$13,816 | 13565 |
| Boat Accessories | \$133 | \$116 | \$193 | | |
| Dock Slip Rental | \$315 | \$300 | \$450 | | |
| Misc. Sales | \$414 | \$51 | \$133 | \$669 | \$928 |
| CONC YRLY TOTAL | \$152,739 | \$166,104 | \$152,047 | \$188,899 | \$203,701 |

Table 2

- 1.4.3 Beach Monitoring. The beach at Viking Lake State Park is part of the DNR's beach monitoring program. Water samples have been collected and tested for indicator bacteria. Viking Lake State Park is <u>not</u> listed on the vulnerable beaches list. This means that any time the beach's test results exceed lowa's one-time maximum value (235 colony forming units of *E. coli* bacteria per 100 ml of water), the beach will immediately be posted with a "Swimming Not Recommended" sign if the high sample occurs between Memorial Day and Labor Day. The beach is also posted when the geometric mean exceeds 126 colony forming units of *E. coli* bacteria per 100 ml of water. For more information regarding beach monitoring and test results, please visit the DNR's beach monitoring website at http://www.iowadnr.gov/Things-to-Do/Beach-Monitoring.
- **1.4.4 Concession Location.** A map of Viking Lake is attached (Attachment #7). A map highlighting with the concession premises is attached (Attachment #8).

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 not available, beyond the descriptions and specifications detailed within the RFP itself.
- 2.6 Pre-Proposal Conference. A Mandatory Contractor's Conference will be held on January 31, 2020 at 11:00 central time at Viking Lake State Park concession building located at the beach. The purpose of the Mandatory Conference is to discuss with prospective Contractors the work to be performed and allow prospective Contractors the opportunity to ask questions regarding the RFP. Oral discussions held at the Pre-Proposal Conference shall not be considered part of the RFP unless confirmed in writing by DNR and incorporated into this RFP. The conference may be recorded. Questions asked at the Pre-Proposal Conference that cannot adequately be answered during the conference may be deferred.
- 2.7 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 attended the pre-proposal conference. 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.
- **2.8** Amendment to the RFP. The DNR reserves the right to amend the RFP at any time using an Addendum. The Contractor shall acknowledge receipt of Addenda in its Bid Proposal. If the Addenda occur after the closing date for receipt of Bid Proposals, the DNR may, in its sole discretion, allow Contractors to amend their Bid Proposals in response to the DNR's Addenda if necessary.

- 2.9 Amendment and Withdrawal of Bid Proposal. The Contractor may amend or withdraw and resubmit its Bid Proposal at any time before the Bid Proposals are due. Contractors must submit any amendments in writing, signed, and submitted by the Contractor and so that such amendments are received by the Issuing Officer by the deadline set for the receipt of Bid Proposals. Electronic mail and faxed amendments will not be accepted. Contractors must notify the Issuing Officer in writing if they wish to completely withdraw their Bid Proposals prior to the due date for Bid Proposals.
- Officer no later than February 24, 2020 at 12:00 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.
- **2.11 Bid Proposal Opening.** The DNR will open Bid Proposals at **February 24, 2020 at 1:00 pm Central Time** at the Wallace State Office Building, 5th Floor Conference Room East, 502 East 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. <u>See</u> *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.
- **2.12 Costs of Preparing the Bid Proposal.** The costs of preparation and delivery of the Bid Proposal are solely the responsibility of the Contractor. The DNR is not responsible for any costs, expenses, or losses incurred by any Contractor in connection with this RFP in the preparation of a Bid Proposal.
- 2.13 Rejection of Bid Proposals. DNR reserves the right to reject any or all Bid Proposals, in whole or in part, without penalty or liability, at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the DNR to select a Contractor or to execute a binding contract with any Contractor that may be selected. DNR further reserves the right to cancel the RFP, to issue a new RFP, and to provide or perform any or all of the goods and services described in this RFP if it is in the best interests of 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.
- **2.14 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.
- 2.15 Nonmaterial Variances. The DNR reserves the right to waive or permit cure of nonmaterial variances in the Bid Proposal if they judge it to be in its best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Contractors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. In the event the DNR waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Contractor from full compliance with RFP specifications or other contract requirements if the Contractor is ultimately selected. The determination of materiality is in the sole discretion of the DNR.
- **2.16 Reference Checks.** The DNR reserves the right to contact any reference to assist in the evaluation of the Bid Proposal, to verify information contained in the Bid Proposal and to discuss the Contractor's qualifications and the qualifications of any subcontractor identified in the Bid Proposal.
- **2.17 Information from Other Sources.** The DNR reserves the right to obtain and consider information from other sources concerning a Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Bid Proposal, the Contractor's financial stability, past or pending litigation, and other publicly available information.
- **2.18 Verification of Bid Proposal Contents.** The content of a Bid Proposal submitted by a Contractor is subject to verification. If the DNR determines that the content is in any way misleading or inaccurate, the Contractor may be disqualified.
- 2.19 Bid Proposal Clarification Process. The DNR reserves the right to contact a Contractor at any time after the submission of Bid Proposals for the purpose of clarifying a Bid Proposal or to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Contractor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Contractor's Bid Proposal. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the Issuing Officer within the time specified in the DNR's request. Failure to comply with requests for additional information may result in rejection of the Bid Proposal as non-compliant.
- 2.20 Disposition of Bid Proposals. All Bid Proposals become the property of the DNR and shall not be returned to the Contractor at the conclusion of the selection process. The contents of all Bid Proposals will be 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.
- 2.21 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 lowa Code chapter 22 and 561 lowa 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 lowa 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 lowa 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.

- **2.22 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.
- **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 30 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.
- 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 lowa 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 #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. 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 4th 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 #5 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 <u>Technical Proposal only.</u>
- **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 #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 2.20.
 - **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 #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 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.
- **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** Financial Information. The Contractor must provide the following financial information:
 - **3.2.8.1** Audited financial statements for the last three years, or for the life of the company, whichever timeframe is shorter.
 - **3.2.8.2** Provide a minimum of three financial references.
 - 3.2.8.3 DNR is interested in understanding the ability of the Contractor to obtain the required funds for startup costs, investments, and continued operations under this Contract. Please provide credible, compelling documentation that the funds are available. Fully explain the financial arrangements you propose, including identifying the relationship between the available fund sources and the commitment amounts that have been identified.
- **3.2.9 Termination, Litigation, Debarment.** The Contractor must provide the following information:
 - **3.2.9.1** 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.
 - 3.2.9.2 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.
 - **3.2.9.3** 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.
 - 3.2.9.4 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.
 - **3.2.9.5** 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.

- **3.2.10** 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.
- **3.2.11** 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.

- **3.2.12** 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.
- **3.2.13** 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.
- **3.2.14 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.
- **3.2.15 Bid Proposal Security.** There is no bid bond required by this RFP.
- **3.3 Cost Proposal**. The minimum concession fee established for this RFP is 5% of gross receipts for each year of the Contract. The Contractor shall provide its cost proposal in a separately sealed envelope for the proposed concession operation. **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 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.

4.2.1 Facilities Provided by DNR. The DNR shall furnish the concession building which includes a sit-down restaurant section and an adjacent storage building (12'x 16'). See Attachment #9 for concession building floor plan.

Sewer and water service to the concession building shall be provided by DNR. All other utilities shall be the responsibility of the Contractor. Additional information regarding utilities is provided in 4.3.14.



Concession Building – exterior view



Concession Building – exterior view



Storage Shed

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

| 2 – canoes | 2 – Ladle – 2 oz |
|---|--|
| | 91 – 12 oz amber tumblers |
| 4 – docks (5' x 20') – for boat rental svc only | |
| 1 – Vulcan 147L gas range | 70 – 16 oz amber tumblers |
| 1 – Star 636TCHSD gas griddle w/stand | 4 – Full size pan, 2 ½"D |
| 2 – Dean D50G floor gas fryers | 2 – Full size pan, 4" D |
| 2 – True T-19 reach-in refrigerators | 4 – Slotted cover for full size pan |
| 1 – True T-19F reach-in freezer | 2 – Colander 13 qt (stainless steel w/handles) |
| 1 – True THF-51FL glass sliding chest freezer | 1 – Pail opener cast aluminum 8.25" |
| 1 – Master-bilt cooler/freezer walk-in | 1 – Spatula – high temp 12.5" |
| 1 – Eagle T3036B stainless steel work table | 2 – Ladle – 4 oz |
| 1 – Eagle T3060B stainless steel work table | 1 – Ladle – 6 oz |
| 1 – Eagle T3060-FM-PL SS work table w/2 SS | 1 – Ladle – 8 oz |
| shelves | , |
| 10 – Storetec 4A333 storage shelving | 3 – Scraper 5 3/4" |
| 1 – Hobart 120-1STD bench mixer | 4 – Scraper 13 5/8" |
| 14 – 36" x 36" laminate tables | 1 – Scraper 3 7/8" |
| 2- 60" round laminate tables | 1 – Spatula – high temp 15" |
| 72 – padded metal chairs | 5 – Spatula – 13.5" |
| 67 - 10 ½" cream white plates | 18 – Fast foot tray 14" x 18" |
| 19 – 4 5/8" cream white fruit bowl | 2 – 18" beveled security mirror |
| 34 – 11 ½" cream white platter | 1 – 24" beveled security mirror |
| 58 – 6 ½" cream white plate | 1 - 48" ticket holder |
| 4 – Nylon handle whips, 16" French | 1 – Stainless steel knife block (8 knife holder) |
| 2 – Nylon handle whips, 10" piano | 2 - 5' customer wood benches |
| 1 – Cutting board 18" x 24" | 2 - Cambro food carriers |
| 2 – Cutting board 15" x 20" | 1 – Stainless steel table |
| 1 – Cutting board 12" x 18" | 1 - Stainless steel rack 101.5" x 12" |
| 2 – 2 ¾" qt aluminum sauce pan | 1 – 5' non-electric cold buffet w/sneeze guard |
| 5 – aluminum bake pan 18" x 26" (full size) | 1 – Stainless steel rack 101.5" x 18" |
| 1 – 18" magnetic knife holder | 1 – Time card machine w/card holder |
| 2 – 3-shelf rolling cart | 1 – 10-slot bike rack |
| 1 – 60' x 24" galvanized/butcher block table | 1 – 4-drawer filing cabinet |
| 5 – 18" x 26" bake pans | 1 – 2-drawer wooden filing cabinet |
| 4 – 2 Qt serving pitchers | 1 – office desk |
| 10 – 12" x 17" bake pans | 1 – Danby mini refrigerator |
| 5 – 15 ¾" oval serving trays w/2 hot pads | 1 – Sunglass display rack |
| 1 – Large oval pancake spatula | 1 – "Food-ready" manual bell |
| 4 – Stainless steel hot buffet set (lid, stand, | 1 – 3-step ladder |
| pan) | |
| 8 – Perforated spoon – black handle 13" | 2 – Wet floor caution signs |
| 1 – Spoon solid – black plastic (13") | 3 – Safety-First child booster chairs |
| 7 – Tongs – heavy duty 10" | 1 – Waitress station table |
| 3 – Tongs – heavy duty 12" | 1 – Merco food heat lamp |
| 4 – Tongs – scall hvy 16: | 2 – Propane tank (1000 gallons each) |
| T TOTIES SCATTINY TO. | 2 Tropane tank (1000 ganons cacil) |

Concession Building Interior Photos







Kitchen Kitchen



Interior – looking to the east (beach entrance door)

4.2.3 Concession Services.

- **4.2.3.1 Mandatory Required Services.** The DNR requires the Contractor to provide the following services:
 - Concession-style snack food services (candy, pop, ice cream, walking tacos, etc.)
 - Vending machines
 - Convenience store items (ice, charcoal, etc.)
 - Boat rental (can be motorized, non-motorized or both)
 - Fishing bait and tackle sales (bait dealer's license required)
 - Firewood sales
- **4.2.3.2 Additional Authorized Services.** In addition to the required services stated in 4.2.3.1, the DNR is also interested in the following authorized services which are considered optional:
 - Cafe/grill-style restaurant- (no alcohol sales)
 - Souvenir sales
 - ELSI hunting/fishing license sales Please note that this service is subject to availability of ELSI license machines available through DNR. Contractor may be put on a waiting list.
 - Other Contractor may suggest additional services to incorporate at the concession upon vetting by the DNR. The services should be designed in a manner to improve revenues and/or recreational opportunities at Viking Lake State Park.

Contractor's proposal shall include a description of how the Contractor will provide these services (mandatory and additional). Contractor may also include additional services, including a description of those services not listed in this section.

4.2.4 Food, Vending Machines and Other Food Service. The Contractor shall provide at least 30% of food and beverage choices in vending machines that meet yellow or green criteria from the Nutrition Environment Measures Survey for Vending Machines (NEMS-V). See Attachment #10. The Contractor is also encouraged to offer healthier non-vending machine food and beverage selections at the concession. Healthier is defined as foods low in saturated fat, trans fats, cholesterol, salt (sodium) and added sugar. A health diet includes an emphasis on fruits, vegetables, whole grains, and fat-free or low-fat milk and milk products and inclusion of lean meats, poultry, fish, beans, eggs and nuts.

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

- **4.2.5 Alcoholic Beverages.** The sale or dispensing of beer, wine or alcoholic beverages is prohibited on the premises covered by the concession contract.
- **4.2.6 Smoking.** Smoking is prohibited in the concession buildings.
- 4.2.7 Minimum Operating Season and Hours.
 - **4.2.7.1** The concession operation shall be open at a minimum from Friday before the national Memorial Day holiday to the day after the national Labor Day holiday each calendar year. The operation may open earlier in the spring and close later in the fall.
 - **4.2.7.2 Boat Rental and Bait Sales.** Contractor shall be required to have boat rental and bait sales available from 10 a.m. to 7 p.m. each day from the Friday before the national Memorial Day holiday to the day after the Labor Day holiday of each calendar year.
 - **4.2.7.3 Food Services and All Other Services.** Contractor shall be required to have food service and all other services available from 11 a.m. to 7 p.m. each day from the Friday before the national Memorial Day holiday to the day after the Labor Day holiday.

4.2.7.4 Other Information. The state park opens each day at 4:00 a.m. and closes at 10:30 p.m. central time. The concession operations may not operate before 5:00 a.m. or operate later than 10:00 p.m. central time. Any other regulator or extended shortening of operating hours shall be authorized only by amendment to the Contract. The Contractor will have to obtain prior approval from DNR for temporary shortening of hours due to adverse weather, lack of public use or any other circumstance. The DNR may require the Contractor to return to normal work hours, when in the DNR's judgement, the condition causing the decreased use has ended. Lastly, the regular hours of operation shall be posted in a conspicuous location as directed by the district park supervisor for public viewing.

The Contractor shall include in the proposal the proposed operating season and all proposed operating hours beyond the minimum requirements stated in this section.

- **4.2.8 Boat Rental Requirements.** The Contractor shall be responsible for furnishing all vessels for rental operated for hire) by the public. All vessels operated for hire by the Contractor shall be registered as required by Iowa Code sections 462A.4 and 462A.5.
 - **4.2.8.1** Vessels shall not be permitted to leave the boat rental area or dock without proper equipment as required by Iowa Code Chapter 462A.
 - 4.2.8.2 All vessels operated for hire shall be subject to inspection as required by Iowa Code section 462A.20. Records shall be kept and vessels equipped in accordance with Iowa Code section 462A.10 and any other applicable state and federal laws. The Contractor shall not offer any vessel for hire that is found to be in violation of Iowa Code 462A.
 - **4.2.8.3** Registration fees for privately owned rental vessels are to be paid to the county recorder in the vessel owner's county of residence, or if the owner is a nonresident, in the county of the vessel's principal use. Registration fees for any state-owned vessels furnished for the Contractor's use are to be paid to the DNR.

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

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

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

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

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

4.2.10 Staffing. The Contractor or responsible agent, who shall be 19 years of age or older, shall be in active charge and be on the premises of the concession at all times that the concession is open for business. Contractor shall provide District Park Supervisor with a list of names, addresses and telephone numbers of the person(s) in charge of the daily operation of the concession.

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

4.2.11 Maintenance. Contractor shall be responsible to maintain the concession premises, as described in the highlighted area of the attached map (Attachment #8), in their entirety. General maintenance of the concession building shall be the responsibility of the Contractor. General maintenance shall include cleaning, minor repairs, litter removal, grease trap cleaning, collection and proper disposal of grease, etc.

All necessary minor repairs and replacements shall be the responsibility of the Contractor (value of \$250 or less) at no cost to the state. Any equipment needed to operate and maintain the concession premises shall be the responsibility of the Contractor. The Contractor shall assist local park staff with litter removal at the concession parking lot and beach when the concession operation is slow. The Contractor shall also assist the local park staff to clean the exterior restroom on the concession building and stock with toilet paper provided by the DNR.

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

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

4.2.13 Length of Contract. The contract can be for a minimum of one year up to a maximum of five years. Contractor may request a contract renewal after a minimum of three years.

Contractor's proposal shall include the proposed length of the contract (one to five years).

- **4.2.14 Utilities.** The Contractor shall be responsible for payment of electricity, propane, and telephone service for the concession building. The DNR shall furnish sewer and water to the concession building.
 - **4.2.14.1 Electricity.** The Contractor shall be responsible for payment of electricity at the concession during the operating season. The DNR shall be responsible for payment of electricity to the building for the portion of the calendar year when the concession operation is not open. The electricity to the building is on a separate meter which is in the name of the DNR. The local park staff shall be responsible for contacting the local utility company to have the bill switched to the Contractor and the Contractor shall pay the bill directly to the utility company for those months that the operation is open. The local park staff shall contact the local utility company at the end of the operating season and switch the billing back to the DNR. This shall be done for each year of the contract. A one-time deposit is also required (determined by the utility company) which is payable to the utility company. The deposit will be returned at the end of the Contract.
 - **4.2.14.2 Propane.** Contractor shall be responsible for payment of propane which is required to operate the concession during the operating season. DNR shall provide two propane tanks for use by

- the Contractor. A third propane tank is used by DNR to heat the building when the concession operating season has closed.
- **4.2.14.3 Telephone.** Contractor shall be responsible for payment of a telephone line and any required deposit which is required at the concession. Any additional telephone lines needed by Contractor for the concession operation shall also be the responsibility of the Contractor.
- 4.2.15 Accounting and Record Keeping. The Contractor shall be responsible for providing the DNR monthly gross cash sales reports on forms provided by the DNR (Attachment #11) and quarterly balance sheet and profit/loss statements. Contractor shall be responsible for maintaining records in accordance with state record-handling procedures. The Contractor shall also furnish the DNR a complete inventory of equipment owned or leased by or loaned to the Contractor at the start of the contract period on forms provided by the DNR (Attachment #12) for that purpose. Any additional equipment shall be reported as soon as it is acquired or placed in service.
- 4.2.16 Surety Bond Requirement. The Contractor shall be required to have a surety bond on file with the DNR in an amount that is equivalent to the concession fee payment proposed for each year of the contract. The surety bond must be payable to the DNR prior to any actual operation of the concession. The bond shall be conditioned for the faithful performance of this contract, the payment of all charges and fees due the DNR, and the payment of all damages resulting from a breach of this contract and any other conditions as may be required by the DNR. The surety bond shall remain valid until the concession premises are returned to the DNR in satisfactory condition. The DNR shall be notified of any changes in surety bond coverage prior to the change. The minimum concession fee requirement can be found in section 3.3 "Cost Proposal".
- **4.2.17 Business Plan.** The successful Contractor may be required to submit a business plan prior to final negotiation of the contract for review by DNR.

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:
 - 5.1.1 Services proposed in the concession operation; including whether food and drinks recommended by the most current version of the Iowa Department of Public Health's "Comprehensive Nutrition and Physical Activity Plan" are being offered;
 - **5.1.2** Demonstrated satisfactory performance on previous and present contracts similar in scope to the subject of this RFP.
 - **5.1.3** Contractor's relevant professional experience (managerial and concession-related), performance record, and letters of references.
 - **5.1.4** Compliance and thoroughness of Bidder's response to RFP Technical Proposal.
 - **5.1.5** The Contractor's financial stability based on upon a review of the Contractor's existing profitability, equity, available cash and other applicable financial data.
 - **5.1.6** Annual concession fee payment.
 - **5.1.7** Use of environmentally friendly practices and materials.
 - **5.1.8** Length of contract proposed.

| 5.1.9 | Successful Contractor must successfully pass a criminal background check, driver's license record check, and child abuse registry check. |
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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 Aggregate | \$2 million |
| General Liability (including contractual liability) written on an | Products – | |
| occurrence basis | Comp/Op Aggregate | \$1 Million |
| occurrence basis | 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 |
| Excess Liability, Offibrella Porffi | Aggregate | \$1 Million |
| Errors and Omissions Insurance | Each Occurrence | \$1 Million |
| Dranarty Damage | Each Occurrence | \$1 Million |
| Property Damage | Aggregate | \$1 Million |
| Workers Compensation and Employer Liability | As Required by Iowa law | A required by |
| vvolkers compensation and employer Elability | As nequired by lowardw | 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/About-DNR/RFP-Bid-Lettings.

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 April 15, 2020, 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.

[Date]

Sherry Arntzen, Issuing Officer Iowa Department of Natural Resources Wallace State Office Building 502 East Ninth Street Des Moines, Iowa 50319

Re: RFP 20C-CRDPBMREIN-0010 - PROPOSAL CERTIFICATIONS

Dear Mrs. Arntzen:

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 20C-CRDPBMREIN-0010 for Viking Lake State Park Concession Operation 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 <i>Iowa Code Chapter 432</i> ; or |
| | Contractor is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in <i>Iowa Code subsections 423.1(42) and (43)</i> . |
| | 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 additional to other remedies available to Agency. |
| Sincere | ly, |
| | |

[Name and Title]

Attachment #2 Authorization to Release Information Letter

Alterations to this document are prohibited, see section 2.13.12. [Date]

Sherry Arntzen, Issuing Officer Iowa Department of Natural Resources Wallace State Office Building 502 East Ninth Street Des Moines, Iowa 50319

Re: RFP 20C-CRDPBMREIN-0010 - AUTHORIZATION TO RELEASE INFORMATION

Dear Mrs Arntzen:

[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 20C-CRDPBMREIN-0010.

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 lowa, 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 Authorizatio | n is as valid as an original. |
|--|-------------------------------|
| Sincerely, | |
| [Printed Name of Contractor Organization] | |
| [Name and Title of Authorized Representative] | Date |

Attachment # 3 Contractor Requirement Check List

| RFP Section | RFP Requirement | Included |
|----------------|---|----------|
| 3.1.3 | 1 original/3 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 | 1 original/3 copies of the Cost Bid Proposal in Sealed Envelope Labeled Correctly – Attachment #4 | |
| 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 and Pagination (optional) | |
| 3.2.3 | Executive Summary | |
| 3.2.4 | Scope of Work and Technical Requirements | |
| 3.2.5 | Background Information | |
| 3.2.6 | Experience | |
| 3.2.7 | Personnel | |
| 3.2.8 | Financial Information | |
| 3.2.9 | Termination, Litigation, Debarment | |
| 3.2.10 | Acceptance of Terms and Conditions | |
| 3.2.11 | Certification Letter – Attachment #1 | |
| 3.2.12 | Authorization to Release Information Letter – Attachment #2 | |
| 3.2.13 | Form 22 – Request for Confidentiality Attachment #6 | |
| 3.2.14 | Firm Proposal Terms | |
| | | |
| | | |

ATTACHMENT # 4 (In Separately Sealed Envelope)

Cost Proposal – 20C-CRDPBMREIN-0010

The minimum concession fee established for this RFP is 5% of gross receipts for each year of the contract.

Contractor's Cost Proposal shall include the proposed concession fee for each year of the contract.

| Contract Year | Contract Year Concession Fee (percentage of gross receipts) | | | | | | |
|----------------------|---|--|--|--|--|--|--|
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| Signature: | | |
|----------------------------------|---------|--|
| Date: | _ | |
| Printed Name and Title: | | |
| Name of Contractor Organization: | | |
| Address: | | |
| Phone: | E-mail: | |

Attachment #5 Sealed Proposal Labeling

RFP 20C-CRDPBMREIN-0010 SEALED BID - TECHNICAL PROPOSAL

VIKING LAKE STATE PARK CONCESSION lowa Department of Natural Resources ATTN Sherry Arntzen Wallace State Office Building 502 East Ninth Street Des Moines, Iowa 50319

RFP 20C-CRDPBMREIN-0010 SEALED BID - TECHNICAL PROPOSAL - USB FLASH DRIVE

VIKING LAKE STATE PARK CONCESSION lowa Department of Natural Resources ATTN Sherry Arntzen Wallace State Office Building 502 East Ninth Street Des Moines, Iowa 50319

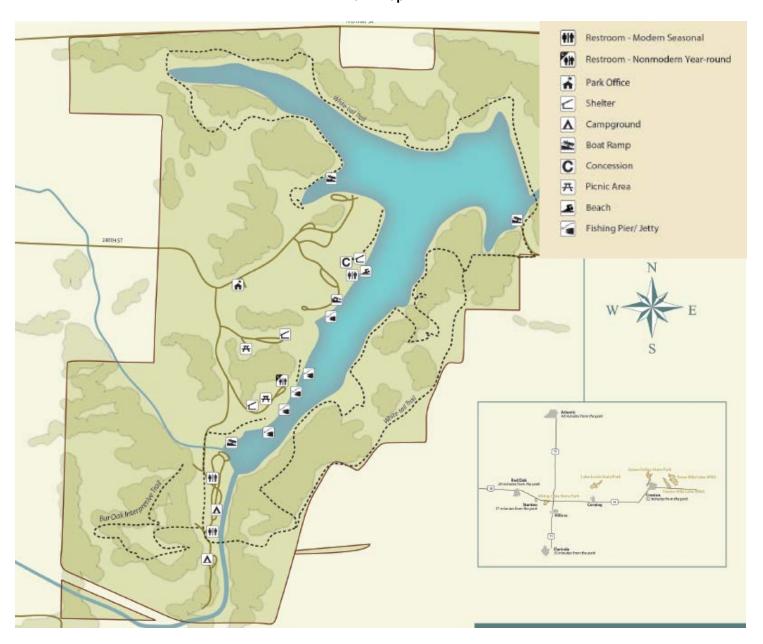
RFP 20C-CRDPBMREIN-0010 SEALED BID - COST PROPOSAL

VIKING LAKE STATE PARK CONCESSION lowa Department of Natural Resources ATTN Sherry Arntzen Wallace State Office Building 502 East Ninth Street Des Moines, Iowa 50319

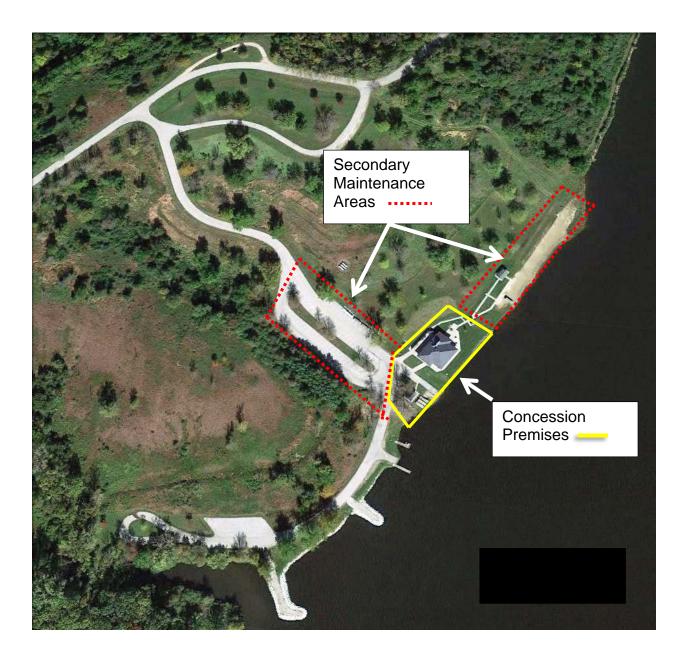
Attachment #6 Request for Confidentiality

See Separate Attachment: PDF 20C-CRDBMREIN-0010 Attachment 6 Form 22 RFP

Attachment #7 Park Map



Attachment #8 Concession Premises Area

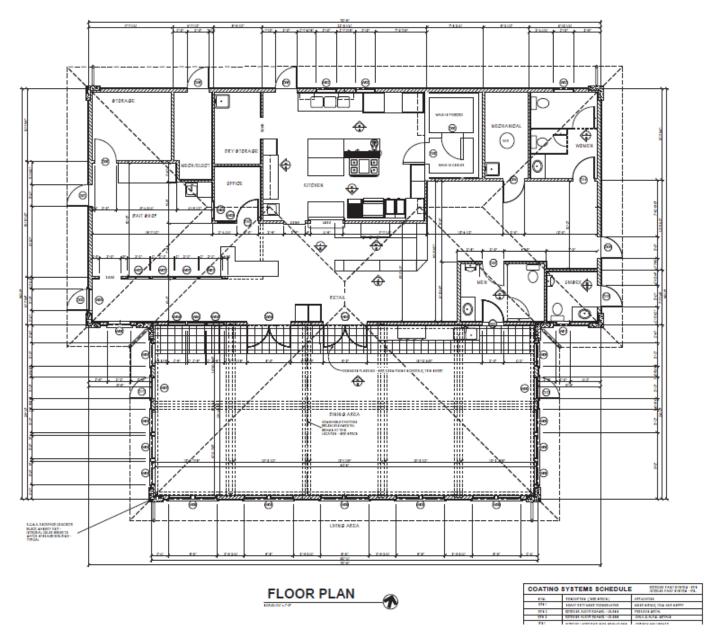


The area highlighted in yellow with - is the concession premises.

The two areas highlighted with red dotted boundaries are secondary maintenance areas. These two areas are where the Contractor shall assist park staff in litter patrol when the concession operation is slow.

DNR shall be responsible for mowing and trimming in both the concession premises and secondary maintenance areas.

Attachment #9 Concession Building Layout



Note: The restrooms are scheduled to be renovated to meet ADA requirements.

Attachment #10 NEMS-V Food and Beverage Coding Summary

See Separate Attachment: PDF File 20C-CRDPBMREIN-0010 Attachment 10 NEMS-V Food and Beverage Coding Summary

Attachment #11 Concession Cash Report Form



IOWA DEPARTMENT OF NATURAL RESOURCES State Parks Bureau

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

Monthly Concession Report

| Park Name: | Name: Month and Year: | | | | | |
|-----------------------------------|-----------------------|--------------------------|----------------------|---------|------------------|---------------------|
| DO NOT REPORT SALES TAX COLLECTED | | | | | | |
| Gross Receipt Sales Cat | egory | | | | | |
| | Concessio | n Snack Food (chips, p | op, hotdogs, etc.) | \$ | | |
| | Restaurar | t/Café/Catering | | \$ | | |
| | Vending S | ales | | \$ | | |
| | Convenie | nce Store Items (ice, ch | narcoal, etc.) | \$ | | |
| | Beach Use | (fee admission lifeguard | ed beach) | \$ | | |
| | Souvenirs | | | \$ | | |
| | Firewood | | | \$ | | |
| | Bait & Tao | :kle | | \$ | | |
| | Hunting/F | ishing License Comm | ission | \$ | | |
| | Bicycle Re | ntal | | \$ | | |
| | Boat/Mot | or/Equipment Rental | l | \$ | | |
| | Boat Gas/ | Oil Sales | | \$ | | |
| | Boat Repa | nir | | \$ | | |
| | Boat Acce | ssories Sales | | \$ | | |
| | Miscellan | eous (explain) | | \$ | | |
| | | | | | | |
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| | | | | | | |
| | Dock/Slip | Rental | | \$. | | |
| | Hoist/Doo | k Sales | | \$ | | |
| | Boat Sales | 5 | | \$ | | |
| | TOTAL GR | OSS FOR MONTH: | | \$0.0 | 0 | |
| | Walk-in | Cabin Rental Revenu | e for the Month | \$ | |] |
| | Last Minute | Lodge Rental Revenu | e for the Month | \$ | | |
| | Last Minute S | helter Rental Revenu | e for the Month | \$ | | |
| Check the applicable bo | x for any payr | ment sent this month | : | | | |
| [| All | | ent of Gross Paid | (enter | figures below) | |
| | One-Half | ☐ No fe | ee due with this re | eport (| under contract | provisions |
| | | Monthly Gross | x % fee | Mon | thly Payment | |
| Fee Amount Paid | Concession | \$. | x . | =0.0 | 0 | |
| (Flat fee Only) | Cabins | \$ | x 0.58 | =0.0 | 0 | |
| | Lodge | \$ | x 0.5 | =0.0 | 0 | |
| | Shelter | \$ | x 0.5 | =0.0 | 0 | |
| | Electricity | \$ | x | =0.0 | 0 | |
| | | | Total Fees Pa | id: | 0.00 | |
| I hereby certify that the ab | ove information | on is a true statement o | f the gross receipts | for lis | ted month at the | concession operated |
| under my contract Signature: | | | | Da | ite: | |
| | | | | _ | | |

Attachment #12 Concessionaire's Equipment Inventory Form



IOWA DEPARTMENT OF NATURAL RESOURCES State Parks Bureau

| CONCESSIONAIRE'S EQUIPMENT INVENTORY |
|---|
| List all equipment/property <u>not</u> owned by the State which will be |
| used on State property in the concession operation |

Location (Park Name)

| Item Number | Description of Item | Quanitity | Check one (√) | | Original Cost |
|----------------|---------------------|-----------|---------------|-------|---------------|
| Number | | | Leased | Owned | |
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| Total | | · | | | |

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

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

Attachment #13 Draft Contract

See Separate Attachment: PDF File 20C-CRDPBMREIN-0010 Attachment 13 Draft Contract