

**Iowa Department of Natural Resources (DNR)**

**REQUEST FOR PROPOSAL**

**RFP COVER SHEET**

**Administrative Information:**

<b>TITLE OF RFP:</b>	Phosphorus Inactivation Treatment Engineering Services	<b>RFP Number:</b>	RFP #: 23CRDLWBMBALM-0003
<b>DNR seeks to purchase:</b>	Engineering and consulting services from qualified engineering firms to complete a P inactivation dosing study and potentially assist the Department with P inactivation applications.		
<b>Number of mos. or yrs. of the initial term of the contract:</b>	1 yr., 4 mos.	<b>Number of possible annual extensions:</b>	3 years
<b>Tentative Contract term start date:</b>	February 16, 2023	<b>Tentative Contract term end date:</b>	June 30, 2024
<b>DNR Issuing Officer:</b>			
Name: Philip Payton, DNR Procurement Officer			
Phone and e-Mail: P: 515-361-0743 philip.payton@dnr.iowa.gov			
Mailing Address: Iowa Department of Natural Resources – Budget & Finance Bureau Wallace Building 4th Floor 502 East 9th Street Des Moines, Iowa 50319			
<b>DNR PROCUREMENT TIMETABLE—Event or Action:</b>		<b>Date/Time (Central Time):</b>	
Posts Notice of RFP on TSB website		12/19/2022	
Issues RFP and Posts Notice of RFP on DAS Bid Opportunities website		12/21/2022	
Written Questions, requests for clarification, and suggested changes from Contractors due		1/6/2023	
DNR’s written response to questions, requests for clarifications, and suggested changes		1/11/2023	
Proposals Due Date:		1/17/2023	
Proposals Due Time:		Time: 4:30 pm CST	
Anticipated Date to issue Notice of Intent to Award:		1/24/2023	
Anticipated Date for NRC Commission Approval		2/9/2023	
Anticipated Date to execute contract:		2/16/2023	
<b>Relevant Websites:</b>	<b>Web-address:</b>		
Internet website where Addenda to this RFP will be posted:	<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>		
Internet website where contract terms and conditions are posted:	<a href="http://www.iowadnr.gov/InsideDNR/RFPBidLettings.aspx">http://www.iowadnr.gov/InsideDNR/RFPBidLettings.aspx</a>		

Internet website where Respondents can learn more about the DNR:	<a href="https://www.iowadnr.gov/">https://www.iowadnr.gov/</a>
Number of Copies of Proposals Required to be Submitted:	1 emailed original

<b>SECTION 1 INTRODUCTION</b>
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**1.1 Purpose**

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 5 of this RFP to the DNR identified on the RFP cover sheet. The DNR intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the DNR, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

**1.2 Definitions**

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

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

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

**“Contractor”** means the successful Respondent to this RFP.

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

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

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

**“Responsible Respondent”** means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the DNR may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent and the best interest of the DNR and the State.

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

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

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

### 1.3 Overview of the RFP Process

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the DNR’s benefit and is intended to provide the DNR with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

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

**Respondents will be required to email their Proposals. It is the DNR’s intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 6, Evaluation and Selection.**

### 1.4 Background Information

High nutrient loading in Iowa Lakes, particularly phosphorus, has accelerated eutrophication of lakes and consequently degraded their water quality, impacted their ecological health and diminished recreational opportunities. Frequent and pervasive algal blooms, low water transparency, noxious odors, depletion of oxygen, and fish kills have been observed and are even common in Iowa lake systems during the open water season.

The Iowa Department of Natural Resources is seeking a qualified Service Provider to complete a P inactivation dosing study, develop a dosing strategy, and develop cost estimates for nine lakes (see Figure 1 – Study Lakes). The purpose of the dosing study is to ensure that if a P inactivation application is implemented, the proper dose is applied, the treatment is effective for the long term (6 to 15 years), targets the appropriate sediment P pool, and is applied at a rate needed to achieve the Department’s goals. The Service Provider will be required to summarize the above efforts (Phase 1 services) in a Technical Memorandum, which should include a recommendation and rationale for why to treat or not to treat a system with a P inactivation chemical (alum, phoslock, other).

At the completion of Phase 1 and at the sole discretion of the Department, the Department will make a determination on moving forward with services related to implementation of three P inactivation applications (Phase 2). If retained to assist the Department with P inactivation applications, the Service Provider would be tasked with providing services to the Department toward conducting three applications from among the nine study lakes. The Service Provider would provide community outreach efforts, develop specifications and bid documents, and provide contractor selection support, project oversight, monitoring services, and reporting.

The project goal is to conduct P inactivation treatments to reduce the internal phosphorus load and subsequent algal blooms that diminish water clarity. The selected firm will provide planning services for the project.

## SECTION 2 ADMINISTRATIVE INFORMATION

### 2.1 Issuing Officer

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

### 2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

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

### 2.3 Downloading the RFP from the Internet

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

**2.1.1 Resource Information.** Resource information regarding this RFP will be available via Google Drive by emailing the Issuing Officer at [philip.payton@dnr.iowa.gov](mailto:philip.payton@dnr.iowa.gov) and requesting access to the files.

### 2.4 Procurement Timetable

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

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

Respondents are invited to **email** written questions and requests for clarifications regarding the RFP. Respondents may also **email** suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent should reference the page and section number(s). The DNR will **email** written responses to questions, requests for clarifications, or suggestions received from Respondents on before the date listed on the RFP cover sheet. The DNR's written responses will become an addendum to the RFP. If the DNR decides to adopt a suggestion that modifies the RFP, the DNR will issue an addendum to the RFP.

The DNR assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP through an addendum.

**2.6 Amendment to the RFP**

The DNR reserves the right to amend the RFP at any time using an addendum. The Respondent must acknowledge receipt of all addenda in its Proposal. If the DNR issues an addendum after the due date for receipt of Proposals, the DNR may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

**2.7 Amendment and Withdrawal of Proposal**

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

**2.8 Submission of Proposals**

The DNR is requiring each Respondent to **EMAIL** its Bid Proposal to [procurement@dnr.iowa.gov](mailto:procurement@dnr.iowa.gov) so that it is received by the Issuing Officer no later **January 17, 2023 at 4:30 PM Central Time. The Respondent must ensure the subject line of the email includes the RFP number as identified in the solicitation document. This is a mandatory specification and will not be waived by the DNR.** Any Bid Proposal received after this deadline will be rejected. It is the Respondent's responsibility to ensure that the Bid Proposal is received prior to the deadline.

Respondents must furnish all information necessary to enable the DNR to evaluate the Proposal. Oral information provided by the Respondent will not be considered part of the Respondent's Proposal unless it is reduced to writing.

**2.9 Proposal Opening**

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

**2.10 Costs of Preparing the Proposal**

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

**2.11 No Commitment to Contract**

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

**2.12 Rejection of Proposals**

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

- 2.12.1** The Respondent fails to **email** the Proposal by the due date and time.
- 2.12.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specifications of the RFP.
- 2.12.4** The Respondent's Proposal limits the rights of the DNR.
- 2.12.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of this RFP.
- 2.12.6** The Respondent fails to timely respond to the DNR's request for information, documents, or references.
- 2.12.7** The Respondent fails to include Proposal Security, if required.
- 2.12.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.11** The Respondent provides misleading or inaccurate responses.
- 2.12.12** The Respondent's Proposal is materially unbalanced.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the DNR from other sources) to satisfy the DNR that the Respondent is a Responsible Respondent.
- 2.12.14** The Respondent alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.
- 2.12.15** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.
- 2.12.16** The Respondent has defaulted or had a similar contract terminated for cause in the last 24 months.

## **2.13 Nonmaterial Variances**

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

**2.14 Reference Checks**

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

**2.15 Information from Other Sources**

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

**2.16 Verification of Proposal Contents**

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

**2.17 Proposal Clarification Process**

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

**2.18 Disposition of Proposals**

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

**2.19 Public Records and Requests for Confidential Treatment**

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

**2.20 Form 22 - Request for Confidentiality**

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

**2.21 Copyright Permission**

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

**2.22 Release of Claims**

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

**2.23 Respondent Presentations**

Respondents may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the DNR. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Proposal. The presentation can not materially change the information contained in the Proposal.

**2.24 Evaluation of Proposals Submitted**

Proposals that are timely submitted and are not rejected will be reviewed and evaluated in accordance with Section 6 of the RFP. The DNR will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the DNR will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the DNR believes will provide the best value to the DNR and the State.

**2.25 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(s) must be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by DNR. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the DNR, in its sole

discretion, may cancel the award and award the Contract to the remaining Respondent the DNR believes will provide the best value to the State.

**2.26 No Contract Rights until Execution**

No Respondent will acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the DNR.

**2.27 Choice of Law and Forum**

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

**2.28 Restrictions on Gifts and Activities**

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

**2.29 RESERVED**

**2.30 RESERVED**

## SECTION 3 FORM AND CONTENT OF PROPOSALS

### 3.1 Instructions

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

- 3.1.1** The Proposal will be divided into two parts: (1) **the Technical Proposal** and (2) **the Cost Proposal** that must be emailed to [procurement@dnr.iowa.gov](mailto:procurement@dnr.iowa.gov) no later than **January 17, 2023 at 4:30 PM Central Time. This is a mandatory specification and will not be waived by the DNR.** Any Proposal received after this deadline will be rejected.

Technical Proposal Contents

Original Technical Proposal  
Public Copy (if submitted)

Cost Proposal Contents

Original Cost Proposal

- 3.1.2** If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy".
- 3.1.3** Proposals should not contain promotional or display materials.
- 3.1.4** Attachments are to be referenced in the Proposal.
- 3.1.5** If a Respondent proposes more than one solution to the RFP specifications, each must be labeled and submitted in a separate Proposal and each will be evaluated separately.

### 3.2 Technical Proposal

The following documents and responses must be included in the Technical Proposal in the order given below. Items listed in Section 3.2 will be considered in the evaluation and scoring of the Technical Proposals:

**3.2.1 Transmittal Letter (Required)**

An individual authorized to legally bind the Respondent must sign the transmittal letter. The letter must include the Respondent's mailing address, electronic mail address, fax number, and telephone number.

The Respondent must prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- 3.2.1.1** Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFP including the Contract provisions in Section 7.

**3.2.1.2** An overview of the Respondent's plans for complying with the specifications of this RFP.

**3.2.1.3** Any other summary information the Respondent deems to be pertinent.

**3.2.2 Mandatory Specifications and Scored Technical Specifications**

The Respondent must answer whether or not it will comply with each specification in Section 5 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Respondent must explain how it will comply with the specification. Merely repeating the Section 5 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the DNR may reject the Proposal.

**3.2.3 Respondent Background Information**

The Respondent must provide the following general background information:

**3.2.3.1** Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.

**3.2.3.2** Form of business entity, e.g., corporation, partnership, proprietorship, limited liability company.

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

**3.2.3.4** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.

**3.2.3.5** Type of business.

**3.2.3.6** Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.

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

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

**3.2.3.9** The successful Respondent will be required to register to do business in Iowa before payments can be made.

For vendor registration documents, go to:

<https://das.iowa.gov/procurement/vendors/how-do-business>

### **3.2.4 Experience**

The Respondent must provide the following information regarding its experience:

- 3.2.4.1** Number of years in business.
- 3.2.4.2** Number of years of experience with providing the types of goods and/or services sought by the RFP.
- 3.2.4.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 3.2.4.4** A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
- 3.2.4.5** Letters of reference from three (3) previous customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

### **3.2.5 Personnel**

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

- 3.2.5.1** Full name.
- 3.2.5.2** Education.
- 3.2.5.3** Years of experience and employment history particularly as it relates to the specifications of the RFP.

### **3.2.6 Termination, Litigation, Debarment**

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

- 3.2.6.1** Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.6.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- 3.2.6.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.

**3.2.6.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.

**3.2.6.5** Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities.

Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent must provide written notification to the DNR of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.

### **3.2.7 Reserved**

### **3.2.8 Acceptance of Terms and Conditions**

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

### **3.2.9 Certification Letter**

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

### **3.2.10 Authorization to Release Information**

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

### **3.2.11 Firm Proposal Terms**

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

## **3.3 Cost Proposal**

The Respondent must 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 should indicate in their Cost Proposals all of the payment methods they will accept. **This information will not be scored as part of the Cost Proposal or evaluated as part 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 in 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 should provide a statement regarding their ability to accept payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

[https://das.iowa.gov/sites/default/files/acct\\_sae/man\\_for\\_ref/forms/eft\\_authorization\\_form.pdf](https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf)

#### **3.3.1.3 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 Respondent Discounts**

Respondents should 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.

#### **3.3.3.2 Cash Discount**

The State may consider cash discounts when scoring Cost Proposals.

<b>SECTION 4      DESCRIPTION OF WORK AND STATEMENT OF WORK</b>
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**Overview**

The successful Respondent must provide the services to the State in accordance with the requirements as provided in this Scope of Work.

**4.1      Description of Work**

The Iowa Department of Natural Resources is seeking a qualified Service Provider to complete a P inactivation dosing study, develop a dosing strategy, and develop cost estimates for nine lakes (see Figure 1 – Study Lakes). The purpose of the dosing study is to ensure that if a P inactivation application is implemented, the proper dose is applied, the treatment is effective for the long term (6 to 15 years), targets the appropriate sediment P pool, and is applied at a rate needed to achieve the Department’s water quality goals. For the purposes of the RFP, the Service Provider should assume a goal of achieving in-lake total phosphorus concentrations of between 30ppb and 60ppb, improvement in total phosphorus of 50% from pre-treatment conditions or other measure presented by the Service Provider and accepted by the Department. The Service Provider will be required to summarize the above efforts (Phase 1 services) in a Technical Memorandum, which should include a recommendation and rationale for why to treat or not to treat a system with a P inactivation chemical (alum, phoslock, other).

At the completion of Phase 1 and at the sole discretion of the Department, the Department will make a determination on moving forward with services related to implementation of three P inactivation applications (Phase 2). If retained to assist the Department with P inactivation applications, the Service Provider would be tasked with providing services to the Department toward conducting three applications from among the nine study lakes. The Service Provider would provide community outreach efforts, develop specifications and bid documents, and provide contractor selection support, project oversight, monitoring services, and reporting.

The project goal is to conduct P inactivation treatments to reduce the internal phosphorus load and subsequent algal blooms that diminish water clarity. The selected firm will provide planning services for the project. The overall scope of work for this restoration project is presented as two phases.

**4.2      Description of Statement of Work.****STATEMENT OF WORK – Phase 1**

The required scope of services (Phase 1) are described below.

**Task 1. Determine sediment release rates, phosphorus inactivation dose and engineering cost estimates for treatments at nine Iowa lakes.***Task 1a. Phase 1 meetings.*

The Service Provider shall meet in person with the DNR initially to confirm goals and expectations, regulatory requirements, and project timelines and to establish the communication network critical for the Projects’ success from inception through the design and possibly implementation. As a result of this meeting, the Service Provider shall prepare a meeting summary from this initial meeting, which shall

include a summary of the discussion and a description of protocols for communication on this Project. For the purposes of this RFP, the Service Provider should plan for at least one progress meeting, which may be held virtually, and a third in person meeting to review the technical memorandum developed under Task 1e. In person meetings shall be held at the Wallace State Office Building in Des Moines, Iowa or at a location agreed upon by the Service Provider and the Department.

*Task 1b. Sediment release rate determination. Spatial and vertical evaluation of sediment P characteristics and P flux.*

The Service Provider shall, at a minimum, collect a total of six cores at each lake: four sediment cores from each of the nine study lakes collected to measure sediment phosphorus concentrations and determine an appropriate dose of a phosphorus binding agent to effectively minimize internal loading in each lake, and at two cores at each lake to determine phosphorus flux rates for each of the study lakes.

Cores collected (minimum of four per lake) to quantify sediment phosphorus concentrations, shall, at a minimum, be analyzed for redox-sensitive P and labile organic P concentrations at each site to quantify vertical variations in mobile P fractions for use in estimating the thickness of the sediment layer that needs to be treated and evaluate spatial variations in mobile P fractions in the upper sediment layers.

Cores collected (minimum of two per lake) to quantify P flux at each of the nine study lakes shall include at least one core from the deep point of the lake. The service provider shall use information developed in Task 1b to accurately estimate a phosphorus inactivation dose (Task 1c), strategy for application and cost estimate for each of the study lakes (Task 1e).

*Task 1c. P inactivation dosage determination.*

The Service Provider shall determine the dosage required to inactivate phosphorus to meet the Department's water quality goals for each of the nine study lakes. And, provide an analysis of each of the potential chemicals including pros and cons of each.

*Task 1d. Required dosage versus alkalinity and pH.*

The Service Provider shall determine the maximum allowable dosage to maintain pH above 6.0. The hydrolysis of Al leads to the production of hydrogen ions, which lowers the pH of the water column. Al toxicity to the biota can occur if the pH falls below 6 and must be considered in dose determination. Lake water will be titrated with alum to determine this maximum allowable dosage and compared with the dosage estimated in Task 1c. For situations where alkalinity is low or the required dosage exceeds maximum allowable dosage, the Service Provider shall determine if a buffered aluminum sulfate-sodium aluminate treatment is feasible to maintain pH above 6.0.

*Task 1e. Technical Memorandum.*

The Service Provider shall provide a technical memorandum summarizing the results of the study and a recommended treatment strategy with an engineer's cost estimate for the nine study lakes. The plan will detail the required dose and spatial extent of the application. For example, for alum the areal (g·m<sup>-2</sup>) and volumetric (mg·L<sup>-1</sup>) concentration of Al could be converted to gallons of aluminum sulfate (or a combination of aluminum sulfate-sodium aluminate for soft water lakes) by considering the treatment area and volume of the lake. This information could then be converted to a cost estimate to treat the

lake based on generic applicator setup fees and the current cost of alum per gallon. The Technical Memorandum shall also include a recommendation and rationale for why to treat or not to treat a system with alum (i.e. appropriateness of a P inactivation application) based on return on investment, likelihood of success or other measure proposed by the Service Provider as part of their RFP response.

## **STATEMENT OF WORK – Phase 2**

At the completion of Phase 1 and at the sole discretion of the Department, the Department will make a determination on moving forward with services related to implementation of three P inactivation applications (Phase 2). The Department is under no obligation to execute the Phase 2 Scope of Work with the Service Provider. If retained to assist the Department with P inactivation applications, the Service Provider would provide community outreach efforts, develop specifications and bid documents, provide contractor selection support, and provide project oversight, monitoring services, and reporting.

### **Task 2. Implementation of P inactivation Applications**

#### *Task 2a. Community Outreach*

For each application, the Service Provider shall be available for one in person public meeting and one Department meeting to discuss the appropriateness of (alum, phoslock, other chemical) applications and provide a background on P inactivation dosing, including the physical and chemical process involved, anticipated longevity, any detrimental effects on the recreation and aquatic habitat uses, and likelihood of a potential causes of failure (e.g. rough fish, external loading).

#### *Task 2b. Development of P inactivation application specifications and bid documents.*

The Service Provider shall develop the application specifications and bid documents. The Service Provider shall develop final P inactivation dosing specifications and bid documents for three of the nine study lakes based on the results of Task 1. The Service Provider shall use the results of Task 1 along with input from the Department to develop specifications for the P inactivation application that include application rates, locations, timing, equipment requirements, staging and any other necessary information.

#### *Task 2c. Project bidding, contractor selection and contract management.*

The Service Provider shall assist the Department with coordinating bidding and contract management. This will include, but is not limited to, bidding assistance (e.g. pre-bid meetings, bid analysis, and contractor recommendation), contract management (e.g. attend Department coordination meetings). For the purposes of this RFP, the Service Provider shall assume that the DNR will be responsible for contract administration (notice of award and review of contracts, insurance, and bonds) and be the contracting agent with a yet to be determined application contractor. The Department assumes that Service Providers responding to this RFP to provide engineering and consulting services will not be acting as a potential future application contractor on behalf of the Department for this project.

#### *Task 2d. Application oversight, monitoring and reporting.*

The Service Provider shall be on-site during the initial set-up and early application period for application events. The Service Provider shall provide a written monitoring protocol to the Department for approval

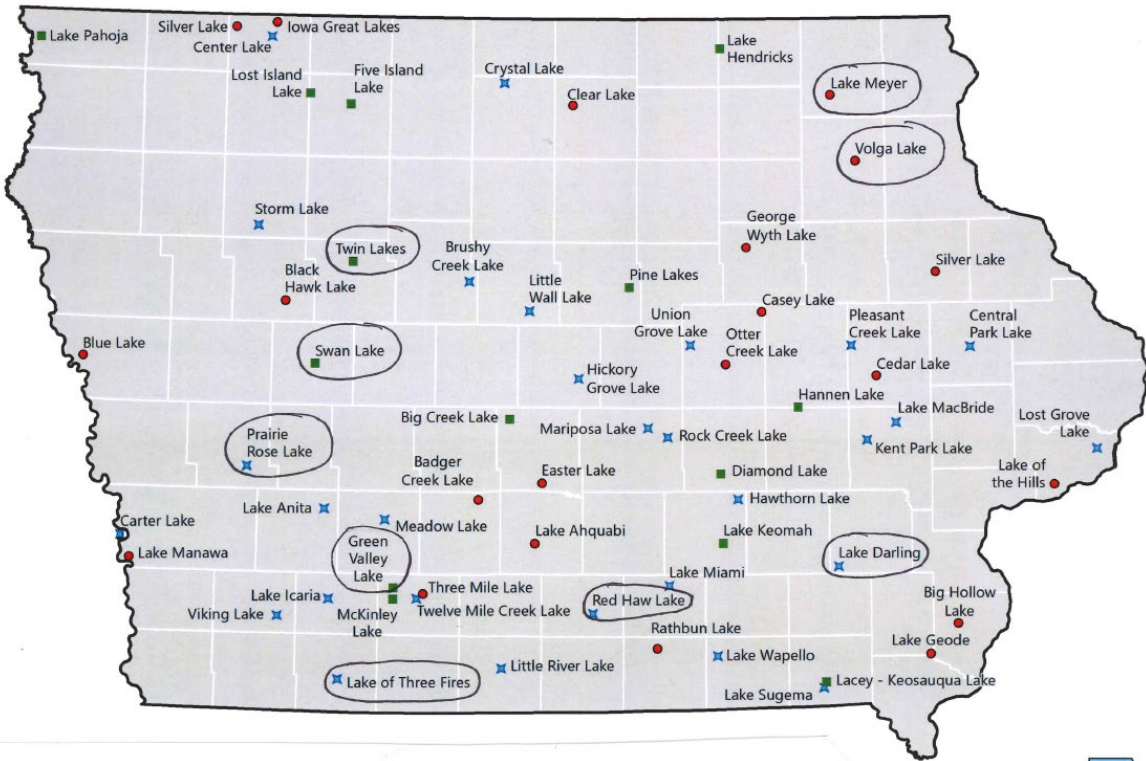
and conduct water quality testing necessary to monitor application events. The Service Provider assist the Department with oversight by checking in with the contractor, answering questions, and reviewing water quality data to ensure progress. Project oversight shall include documentation; such as daily notes, photographs, and application event plans.

*Task 2e. Follow-up monitoring after treatment.*

The Service Provider shall conduct follow-up monitoring of sediment conditions one-year after the final treatment at three lakes, which includes collecting sediment cores from the deep part of each lake for the analysis of items such as, but not limited to, sediment redox-P profiles, total Al profiles, and sediment P release from two cores. These data will be used to confirm that the desired conditions were achieved with the P inactivation treatment.

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

<b>Deliverable</b>	<b>Task Milestone Date</b>
Task 1: Determine sediment release rates, phosphorus inactivation dose and engineering cost estimates for treatments at nine Iowa lakes. <b>Description:</b> The Service Provider shall preform the scope of services as described under Section 4.2 - Task 1a, Task 1b, Task 1c, Task 1d and Task 1e.	Service Provider shall propose a completion date as part of their RFP response. No later than June 30, 2024.
Task 2. Implementation of P inactivation Applications. <b>Description:</b> The Service Provider shall preform the scope of services as described under Section 4.2 - Task 2a, Task 2b, Task 2c, Task 2d and Task 2e.	No later than June 30, 2027.



**DNR**  
ABA 11/18/2021

**Figure 1. Study Lakes (circled on map)**

Waterbody	County	Mean Depth (ft)	Surface Area (acres)
Green Valley Lake	Union	10.5	386
Lake Darling	Washington	8.9	283
Lake Meyer	Winneshiek	12.3	33
Lake of Three Fires	Taylor	9.2	97
North Twin Lake	Calhoun	8.3	463
Prairie Rose Lake	Shelby	8.5	196
Red Haw Lake	Lucas	12.5	76
Swan Lake	Carroll	4.6	120
Volga Lake	Fayette	10.8	132

**SECTION 5    RESERVED**

## SECTION 6 EVALUATION AND SELECTION

### 6.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the State. DNR will not necessarily award the Contract to the Respondent offering the lowest cost to the DNR. Instead, the DNR will award to the Respondent whose Responsive Proposal the DNR believes will provide the best value to the State.

### 6.2 Evaluation Committee

The DNR will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The DNR will use an evaluation committee to review and evaluate the Technical Proposals. The evaluation committee will recommend an award based on the results of their evaluation to the DNR or to such other person or entity who must approve the recommendation.

### 6.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will first be reviewed to determine if they comply with the Mandatory Specifications. To be deemed a Responsive Proposal, the Proposal must:

- Obtain the minimum score for the Technical Proposal.

**Evaluation Criteria.** Evaluation of proposals will be based on the following criteria, which are not listed in any particular order of importance. Criterion: **(Possible 100 Points)**. Respondents scoring below **50 total points** from technical proposal evaluation criteria excluding Cost Proposal evaluation criteria 6.3.1 will not be considered eligible to be awarded this contract or complete the Cost Proposal evaluation.

6.3.1 Cost. **(15 Points)**

6.3.2 Letter(s) of reference. **(5 Points)**

6.3.3 Work Plan. Respondent's work plan to complete responsibilities described in the Statement of Work. Compliance and thoroughness of Respondent's response to RFP Technical Proposal. **(35 Points)**

6.3.4 Capacity and Technical Expertise. The capacity and experience of the Respondent and assigned key individual(s) to complete responsibilities described in the Statement of Work. **(20 Points)**

6.3.5 Timeline. Respondent's proposed implementation timeline to complete responsibilities described in the Statement of Work. **(5 Points)**

6.3.6 Capability. Respondent's professional experience and performance record. Respondent's actual examples provided to the DNR with Proposal of Respondents previous or current work from customers or clients similar to the goods and/services sought in the Statement of Work. **(20 Points)**

### 6.4 Cost Proposal Scoring

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations. Only prospective Respondents who obtain the minimum score for their Technical Proposal will be considered during the cost evaluation phase of the review process. When a Technical Proposal does not meet the minimum score, the associated Cost Proposal will remain unopened and will be returned to the Respondent upon request after the Lead State issues a Notice of Intent to Award the Contract. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the DNR in evaluating, Cost Proposals may be evaluated and points awarded as follows:

- 1) The Cost Proposals will be ranked from least to most expensive.
- 2) The least expensive Cost Proposal will receive the maximum number of points available.
- 3) To determine the number of points to be awarded to all other Cost Proposals, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals will be used as the denominator per the example below.
- 4) The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant Respondents. Percentages and points will be rounded to the nearest whole value.

**Example:**

**Respondent A quotes \$35,000, Respondent B quotes \$45,000, and Respondent C quotes \$65,000.**

Respondent A:  $\frac{\$35,000}{\$35,000} =$  receives 100% of available points on cost.

Respondent B:  $\frac{\$35,000}{\$45,000} =$  receives 78% of available points on cost.

Respondent C:  $\frac{\$35,000}{\$65,000} =$  receives 54% of available points on cost.

**6.5 Total Score**

The compliant Respondent's Technical Proposal points will be added to its Cost Proposal points to obtain the total points awarded for the Proposal.

**6.6 Tied Score and Preferences**

**6.6.1** An award will 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 Respondents who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings will be documented.

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

- 6.6.3** In the event of a tied score between Iowa Respondents, the DNR will contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, will be given to Iowa Respondents complying with ESGR standards.
- 6.6.4** Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.
- 6.6.5** Preferences required by applicable statute or rule will also be applied, where appropriate.

## SECTION 7 CONTRACT TERMS AND CONDITIONS

### 7.1 Contract Terms and Conditions

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

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

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

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

### 7.2 RESERVED

### 7.3 Contract Length

The term of the Contract is intended to begin and end on the dates indicated on the RFP cover sheet. The DNR will have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFP cover sheet. The effective date of the contract will not precede the date upon which both parties have signed the contract and the date upon which the contract is approved by the [Natural Resources Protection Commission](#), if such approval is required.

### 7.4 Insurance

The Contract will require the successful Respondent to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the DNR.

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

Acceptance of the insurance certificates by the Department will not act to relieve Contractor of any obligation under this Contract. It will be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor will be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor will have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which will be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor will be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

**7.5 RESERVED**

**7.6 Terms and Conditions for State of Iowa Purchasing Cards**

The State of Iowa will pay Contractor’s invoices using its Purchasing Card Program (Pcard) whenever possible. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing US Bank to pay the Contractor directly, generally within 48 hours of the transaction. Contractor will comply with security measures for Pcard payments including:

- Contractor will comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;
- Contractor will adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- Contractor will not write down card numbers or store card information. When accepting orders by phone, Contractor will process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- Contractor will process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- Contractor will confirm that the name of purchaser matches the name on the card;

- Contractor will ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or “https” in the web address;
- Contractor will shred any documentation with credit card numbers.

**Attachment # 1**  
**Certification Letter**

**Alterations to this document are prohibited, see section 2.14.14.**

[Date]

**Philip Payton**, Issuing Officer  
**DNR**  
502 E 9<sup>th</sup> St, Des Moines IA, 50319

Re: 23CRDLWBMBALM-0003- PROPOSAL CERTIFICATIONS

Dear **Philip Payton**:

I certify that the contents of the Proposal submitted on behalf of **[Name of Respondent]** \_\_\_\_\_ (Respondent) in response to **DNR** for 23CRDLWBMBALM-0003 for Phosphorus Inactivation Treatment Engineering Services are true and accurate. I also certify that Respondent has not knowingly made any false statements in its Proposal.

**Certification of Independence**

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

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

**Certification Regarding Debarment**

6. I certify that, to the best of my knowledge, neither Respondent nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal DNR or State DNR; (b) have within a three year period preceding this Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Proposal had one or more public transactions (federal, state, or local) terminated for cause.

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

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

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

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

- Respondent is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 423*; or
- Respondent is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48) (2016)*.

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

Sincerely,

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Date**

**Attachment #2**  
**Authorization to Release Information Letter**  
**Alterations to this document are prohibited, see section 2.14.14.**

[Date]

**Philip Payton**, Issuing Officer  
**Iowa Department of Natural Resources**  
**502 E 9<sup>th</sup> St, Des Moines IA, 50319**

Re: **23CRDLWBMBALM-0003** - AUTHORIZATION TO RELEASE INFORMATION

Dear **Name of Issuing Officer**:

**[Name of Respondent]**\_\_\_\_\_ (**Respondent**) hereby authorizes the **DNR** ("DNR") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to **23CRDLWBMBALM-0003**.

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

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

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

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

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

Sincerely,

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

\_\_\_\_\_  
**Date**

**Attachment #3**  
**Form 22 – Request for Confidentiality**  
**SUBMISSION OF THIS FORM 22 IS REQUIRED**

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

**1. Confidential Treatment Is Not Requested**

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

**2. Confidential Treatment of Information is Requested**

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

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

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

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

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

**Part 1 – No Confidential Information Provided**

**Confidential Treatment Is Not Requested**

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

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

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

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

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

**Part 2 - Confidential Treatment is Requested**

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

**NOTE:**

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

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

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
RFP Number

\_\_\_\_\_  
RFP Title

\_\_\_\_\_  
Signature (required)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT #5**

**Payment Terms**

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

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

**Cost Proposal – RFP #: 23CRDLWBMBALM-0003**

Respondent’s Cost Proposal must 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.

Phase 1 - Tasks	Time Frame	Costs	Total Costs
<b>Task 1. Determine sediment release rates, phosphorus inactivation dose and engineering cost estimates for treatments at nine Iowa lakes.</b>			
Task 1a. Phase 1 meetings.	Service Provider shall propose a completion date as part of their RFP response. No later than June 30, 2024.	Cost per Hour \$ _____ Total Hours _____	\$
Task 1b. Sediment release rate determination. Spatial and vertical evaluation of sediment P characteristics and P flux.	Service Provider shall propose a completion date as part of their RFP response. No later than June 30, 2024.	Cost per Hour \$ _____ Total Hours _____	\$
Task 1c. P inactivation dosage determination.	Service Provider shall propose a completion date as part of their RFP response. No later than June 30, 2024.	Cost per Hour \$ _____ Total Hours _____	\$
Task 1d. Required dosage versus alkalinity and pH.	Service Provider shall propose a completion date as part of their RFP response. No later than June 30, 2024.	Cost per Hour \$ _____ Total Hours _____	\$
Task 1e. Technical Memorandum.	Service Provider shall propose a completion date as part of their RFP response. No later than June 30, 2024.	Cost per Hour \$ _____ Total Hours _____	\$
<b>Phase 1 Total (for all nine study lakes)</b>			\$

Phase 2 - Tasks	Time Frame	Costs	Total Costs
<b>Task 2. Implementation of Alum Applications.</b>			
Task 2a. Community Outreach	No later than June 30, 2027.	Cost per Hour \$ _____ Total Hours _____	\$
Task 2b. Development of P inactivation application specifications and bid documents.	No later than June 30, 2027.	Cost per Hour \$ _____ Total Hours _____	\$
Task 2c. Project bidding, contractor selection and contract management.	No later than June 30, 2027.	Cost per Hour \$ _____ Total Hours _____	\$
Task 2d. Application oversight, monitoring and reporting.	No later than June 30, 2027.	Cost per Hour \$ _____ Total Hours _____	\$
Task 2e. Follow-up monitoring after treatment.	No later than June 30, 2027.	Cost per Hour \$ _____ Total Hours _____	\$
<b>Phase 2 Total (for three of the nine lakes)</b>			\$

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

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

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

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

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