

REQUEST FOR PROPOSALS - RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	Black Hawk Lake Dredge Spoil Storage Site		RFP #: 20CRDLWBMBALM-0015
Agency:	Iowa Department of Natural Resources (DNR)		
DNR seeks to purchase:	Use of property for construction, operation, and maintenance of a dredge spoil site and for permanent storage of dredged material resulting from the Black Hawk Lake dredging project located in Sac County Iowa.		
Number of mos. or yrs. of the initial term of the contract:	3.5 Years	Number of possible annual extensions:	1 Year
Anticipated Date for Initial Contract term beginning:	July 10, 2020	Anticipated Ending Date:	November 30, 2023
Issuing Officer:			
Name: Michael Gulick <small>CPM</small> , DNR Procurement Officer			
Mailing Address: Iowa Department of Natural Resources – Budget & Finance Bureau Wallace Building 4 th Floor 502 East 9 th Street Des Moines, Iowa 50319			
Phone: 515-725-8214			
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PROCUREMENT TIMETABLE—Event or Action:	Date/Time (Central Time):
DNR Posts Notice of RFP on TSB website	4/14/2020
DNR Issues RFP	4/16/2020
Written Questions, requests for clarification, and suggested changes from Grantors due	5/21/2020
DNR's written response to questions, requests for clarifications, and suggested changes	5/29/2020
Bid Proposals Due no later than 2:00 PM Central Time ONLY EMAIL BIDS WILL BE ACCEPTED	6/8/2020
Anticipated Date to issue Notice of Intent to Award	6/23/2020
Anticipated Date to complete contract negotiations	7/10/2020

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

Number of Copies of Bid Proposals Required to be Submitted:	1 Original Emailed Only
Firm Bid Proposal Terms: The minimum Number of Days following the deadline for submitting bid proposals that the Grantor guarantees all bid proposal terms, including price, will remain firm:	90 days

**GRANTORS 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 Grantors to provide use of property for construction, operation, and maintenance of a dredge spoil site and for permanent storage of dredged material resulting from the Black Hawk Lake dredging project located in Sac County Iowa to the Department of Natural Resources (DNR). The DNR intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and the DNR, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

The DNR intends to conduct dredging operations targeted to remove silt, sand, gravel, and sediment from Black Hawk Lake and potentially use polymer additives to consolidate the targeted material (collectively "Dredged Material"). In connection with such dredging operations, the DNR intends to utilize a portion of the Grantor's property as a dredge spoil storage site into which will be deposited the Dredged Material (the "Storage Site"). In response to this RFP, the DNR is anticipating that the Grantor shall grant to the DNR access to their Property for the construction, operation, and maintenance of the Storage Site. In addition, as part of their response to this RFP, the Grantor shall provide a cost per cubic yard that may be charged to the DNR for permanent storage of Dredged Material on their property. The DNR is not required to use the property as a Storage Site and Payment to the Grantor by the DNR shall only be in effect if the DNR chooses to conduct dredging operations and exercise their right of access and material storage under the terms and conditions of a Contract between the DNR and Grantor. Terms and Conditions of the Contract shall include, but are not limited to, those provided in Section 6.

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

- 1.2.1 "Proposal"** means the Grantor's proposal submitted in response to the RFP.
- 1.2.2 "Contract"** means the contract(s) entered into with the successful Grantor(s) as described in Section 6.1.
- 1.2.3 "Grantor"** means an entity submitting Proposals in response to this RFP that can legally grant temporary rights to the DNR to use the property for construction, operation, and maintenance of a dredge spoil site and that can legally grant the right to the DNR for permanent storage of dredged material at a Storage Site within the property.
- 1.2.4 "Property"** means a certain real property owned by the Grantor and specifically described in Exhibit A attached hereto ("the Property").
- 1.2.5 "Temporary Easement Area"** means the boundaries of the portion of the Property on which the Grantee will create a Staging Area and Storage Site and specifically shown in Exhibit B attached hereto ("Temporary Easement Area").
- 1.2.6 "Staging Area"** means the area within the Temporary Easement Area that will be used as a temporary area for the purpose of carrying out construction activities. It serves as a place for storing material, equipment, assembling pipelines and as a work area for the construction crew to begin construction activities.
- 1.2.7 "Storage Site"** means the area within the Temporary Easement Area that will be used for permanent storage of dredged material.
- 1.2.8 "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.
- 1.2.9 "General Terms and Conditions"** shall mean the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.
- 1.2.10 "Responsible Grantor"** means a Grantor that has the capability in all respects to perform the requirements of the Contract. In determining whether a Grantor is a Responsible Grantor, DNR may consider various factors including, but not limited to, the Grantor's competence and qualifications to

provide the goods or services requested, the Grantor's integrity and reliability, the past performance of the Grantor and the best interest of the Agency and the State.

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

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

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

1.3 Overview of the RFP Process. Grantors will be required to submit their Proposals by email. It is the DNR's intention to evaluate Proposals from all Responsible Grantors 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 Grantors 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 Grantor 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 Grantor that will provide the services described herein.

Black Hawk Lake is the southern most natural lake in Iowa, located in Sac County, Iowa, near the town of Lake View (Figure 1). This 922-acre lake has a watershed of 14,097 acres and has faced numerous water quality problems that have been documented as early as the 1930s. Restoration at Black Hawk Lake began in 2012 to improve water clarity in the lake, provide a better sport fishery for anglers, and to improve water quality in the lake by reducing nutrient and sediment inputs to the lake.

Community members began meeting in 2008 to discuss improvements within the lake. Black Hawk Lake had suffered from a long history of poor water quality, including frequent and intense summer algae blooms. A Diagnostic and Feasibility Study by Iowa State University was commissioned in 2008 to better understand nutrient loading to the lake and identify potential restoration strategies for the lake and watershed. Planning efforts and the study determined that reducing phosphorus from the watershed, as well as in-lake work, including dredging the inlet and rough fish removal would improve water quality in the lake.

A Watershed Improvement Plan for the lake was also completed in 2008 that helped project partners identify areas of the watershed where best management practices were most critical. A watershed plan was developed and in 2012, a watershed coordinator was hired through the US EPA Section 319 grant program to work with local landowners to implement pollution reducing management practices on their land.

Watershed improvement efforts have continued since 2012, and to date, over 211 practices have been installed in the watershed, including 2 CREP wetlands, 15,915 feet of stream restoration, 46.1 acres of grassed waterways, 46,455 feet of terraces, and 47.5 acres of wetland restoration. Additionally, the City of Lake View has worked to reduce storm water runoff to Black Hawk Lake through the installation of numerous urban practices including bioswales, a wet detention pond, and rain gardens. Together, these practices have reduced the annual sediment load to Black Hawk Lake by 4,035 tons and the annual phosphorus load by 8,678 pounds. This represents over 50% of the phosphorus reduction goals laid out in the watershed plan.

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

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

Improvements from dredging can be made by targeting certain areas. The majority of the east end of the lake, which is the largest portion of Black Hawk Lake, is 6 feet deep. As a result, the east end portion of the lake frequently experiences oxygen sags during the winter time. Dredging in the main lake basin will remove nutrient rich sediment, provide more fish habitat, and increase water volume to decrease the chances of a winter fish kill.

Section 2 Administrative Information

12.1 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 Grantor.

2.2 Restriction on Communication. From the issue date of this RFP until announcement of the successful Grantor, Grantors 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. Grantors may be disqualified if they contact any State employee other than the issuing officer about the RFP except that Grantors 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 Grantor is advised to check the website periodically for Addenda to this RFP, particularly if the Grantor downloaded the RFP from the Internet as the Grantor may not automatically receive Addenda. It is the Grantor'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 Grantor submissions, the DNR will issue an Addenda to the RFP.

2.5 Questions, Requests for Clarification, and Suggested Changes. Grantors are invited to submit written questions and requests for clarifications regarding the RFP. Grantors may also submit suggestions for changes to the requirements of this RFP. Grantors 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 Grantors who submit written questions or request notification of responses to questions. The DNR's written responses will be considered part of the RFP. If the DNR decides to adopt a suggestion that modifies the RFP, then the DNR will issue Addenda to the RFP. The DNR assumes no responsibility for verbal representations made by its officers or employees, or employees of the Boards, unless such representations are confirmed in writing and incorporated into the RFP.

2.6 Amendment to the RFP. The DNR reserves the right to amend the RFP at any time using an Addendum. The Grantor 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 Grantors to amend their Bid Proposals in response to the DNR's Addenda if necessary.

2.7 Amendment and Withdrawal of Bid Proposal. The Grantor may amend or withdraw and resubmit its Bid Proposal at any time before the Bid Proposals are due. Grantors must submit any amendments in writing, signed, and submitted by the Grantor and so that such amendments are received by the Issuing Officer by the deadline set for the receipt of Bid Proposals. Grantors must notify the Issuing Officer in writing if they wish to completely withdraw their Bid Proposals prior to the due date for Bid Proposals.

2.8 Submission of Bid Proposals. Pursuant to Iowa Code § 29C.6(6), the Governor has temporarily suspended the regulatory provisions of Iowa Code chapters 8A and 8B, Iowa Code § 313.10, and Iowa Administrative Code chapters 11-117, 11-118, 129-10, and 641-176. Suspension of these provisions is limited to the duration of this proclamation and is further limited to procurements which are necessary to prevent, contain, or mitigate the

effects of the COVID-19 virus; facilitate telework by state employees; and mitigate and respond to increased cyber-attacks and threats. During this suspension, the DNR is requiring each Grantor to **EMAIL** its Bid Proposal to procurement@dnr.iowa.gov so that it is received by the Issuing Officer no later than **June 8, 2020 at 2:00 PM Central Time. This is a mandatory specification and will not be waived by the DNR.** Any Bid Proposal received after this deadline will be rejected. It is the Grantor's responsibility to ensure that the Bid Proposal is received prior to the deadline. Grantors 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 Grantor shall not be considered part of the Grantor's Bid Proposal unless it is reduced to writing.

2.9 Bid Proposal Opening. The DNR will review the emailed Bid Proposals beginning on June 8, 2020 at 2:05 PM Central Time. The Bid Proposals will remain confidential until the Evaluation Committee has reviewed all of the Proposals submitted in response to this RFP and the DNR has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. The names of Grantors who submitted timely Bid Proposals will be publicly available after the Bid Proposal opening. However, the announcement of Grantors who timely submitted Bid Proposals does not mean that an individual Bid Proposal has been deemed technically compliant or accepted for evaluation.

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

2.11 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 Grantor or to execute a binding contract with any Grantor 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 Grantor, 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 Grantor to provide goods and services. It is not intended to be comprehensive, and each Grantor is responsible for determining all factors necessary for submission of a comprehensive Bid Proposal.

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

- 2.12.1** The Grantor fails to **EMAIL** the Bid Proposal by the due date and time;
- 2.12.2** The Grantor's Bid Proposal is not compliant with the requirements of the RFP;
- 2.12.3** The Grantor acknowledges that a mandatory specification of the RFP cannot be met;
- 2.12.4** The Grantor's Bid Proposal limits the rights of the DNR;
- 2.12.5** The Grantor fails to timely respond to the DNR's request for information, documents, or references;
- 2.12.6** The Grantor fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in section 3 of this RFP;
- 2.12.7** The Grantor 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;
- 2.12.8** The Grantor initiates unauthorized contact regarding the RFP with state employees;
- 2.12.9** The Grantor provides misleading, inaccurate, or unbalanced responses; and
- 2.12.10** There is insufficient evidence (including evidence submitted by the Grantor and evidence obtained by the Evaluation Committee from other sources) to satisfy the DNR or any member of the Evaluation Committee that the Grantor is properly qualified to satisfy the requirements of the RFP.
- 2.12.11** The Grantor alters the language in Attachment 1, Certification Letter or Attachment 2, Authorization to Release Information letter.

- 2.12.12** The Grantor is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code section 12J.3.
- 2.12.13** The Grantor 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 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 Grantors, 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 Grantor from full compliance with RFP specifications or other contract requirements if the Grantor is ultimately selected. The determination of materiality is in the sole discretion of the DNR.

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

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

2.16 Bid Proposal Clarification Process. The DNR reserves the right to contact a Grantor 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 Grantor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Grantor’s Bid Proposal. An individual authorized to legally bind the Grantor 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.

2.17 Disposition of Bid Proposals. All Bid Proposals become the property of the DNR and shall not be returned to the Grantor 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.

Public Records and Requests for Confidential Treatment. The DNR shall treat all information submitted by a Grantor as public information unless the Grantor properly requests that specific parts of the Bid Proposal be treated as confidential at the time of submitting the Bid Proposal. The DNR’s release of information is governed by Iowa Code chapter 22 and 561 Iowa Administrative Code chapter 2.

2.18 Reproduction of the Bid Proposal. By submitting a Bid Proposal, the Grantor 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 Grantor 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.

2.19 Release of Claims. By submitting a Bid Proposal, the Grantor 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 Grantor with pertinent information as intended by this RFP.

2.20 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 Grantor(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.

2.21 Notice of Selection and Acceptance Period. The DNR will send a notice of intent to negotiate a contract to all Grantors submitting a timely Bid Proposal and may post the notice at the website shown on the RFP cover sheet. It is the intent of the DNR that negotiation and execution of the contract(s) shall be completed no later than 60 days from the date of the Notice of intent to negotiate a contract. If the apparent successful Grantor 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 Grantor that the DNR believes will provide the best value to the DNR.

2.22 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 Grantor 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 Grantor and DNR. By submitting a Bid Proposal, each Grantor acknowledges that selection of a Grantor shall not create any contract or other obligation until a separate written contract has been executed as described above.

2.23 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. Grantors 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.

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

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

2.26 Reservation of Rights. DNR reserves the right to reject any or all offerings presented in a Grantor'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 divided into two parts: (1) **the Technical Proposal** and (2) **the Cost Proposal**. If the Grantor designates any information in its proposal as confidential pursuant to section 2.20, the Grantor also must include a separate copy of the Bid Proposal in from which confidential information has been excised as provided in section 2.20 in their email submission.

3.1.4 Bid Proposals shall not contain promotional or display materials.

3.1.5 Attachments shall be referenced in the Bid Proposal.

3.2.1 Transmittal Letter. An individual authorized to legally bind the Grantor shall sign the transmittal letter. The letter shall include the Grantor'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 Background Information. The Grantor shall provide the following general background information:

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

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

3.2.2.3 State of incorporation, state of formation, or state of organization;

3.2.2.4 Type of business;

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

3.2.3 Acceptance of Terms and Conditions. The Grantor shall specifically agree that the Bid Proposal is predicated upon acceptance of all terms and conditions stated in the RFP. If the Grantor objects to any term or condition, the Grantor 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 Grantor. See Section 6 for further information and additional requirements.

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

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

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.

3.3.2 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 Grantor.

Section 4

Scope of Work Requirements

4.1 Overview. The DNR reserves the right to determine whether the supportive materials submitted by the Grantor demonstrate the Grantor will be able to comply with the Mandatory Requirements. If the DNR determines the supportive materials do not demonstrate the Grantor will be able to comply with the Mandatory Requirements, the DNR may disqualify the Bid Proposal.

The Grantor shall address each requirement in this Section and indicate whether or not it will comply with the requirement. Proposals must identify any deviations from the requirements of this RFP or requirements the Grantor cannot satisfy. If the Grantor deviates from or cannot satisfy the requirement(s) of this section, the DNR may reject the Proposal.

4.2 Description of Statement of Work. The DNR is proposing to hydraulically dredge 750,000 cubic yards to 1,000,000 cubic yards of material from an approximate 220-acre area within the east region of Black Hawk Lake between 2021 and 2023. (Figure 2).

The resulting Dredged Material (along with lake water) will be transported via a temporary pipeline to the Property. Once deposited in the Storage Site, the Dredged Material will separate from the lake water, and excess water will be pumped back to Black Hawk Lake via a temporary pipeline. Temporary equipment will be stored and operated on the Storage Site and Staging Area. The specific equipment used is at the discretion of the dredging contractor, but typically consists of diesel powered pumps, excavators, bull dozers, skid loaders, watercraft, trucks and trailers. Working hours at the Storage Site could be 24-7. Upon completion of the project, the DNR shall restore all terrestrial disturbances to pre-construction conditions.

This RFP is intended to solicit proposals from Grantors for temporary use of their property during dredge operations and permanent storage of Dredged Material.

Technical Proposal. The following documents and responses shall be included in the Bid Proposal in the order given below.

- 1) Legal Description of the Property (see Exhibit A)
- 2) Boundaries of the portion of the Property on which the Storage Site and Staging Area may be created (see Exhibit B – Temporary Easement Area)
- 3) Supporting documentation of existing bathymetry or capacity of a Storage Site within the Subject Property.

Cost Proposal. The Grantor shall provide its **cost proposal using attachment #4**. For the purpose of this RFP the cost proposal shall be the amount charged (i.e. tipping fee) by the Grantor to the DNR for depositing Dredged Material removed from Black Hawk Lake and deposited in the Storage Site on the Grantor's Property.

Method of Measurement – Measurement for Dredged Material will be made in Cubic Yards by comparing pre-construction and post-construction surveys of the cut area within Black Hawk Lake. DNR staff will utilize survey-grade GPS-based bathymetric sonar equipment to collect lake bottom data. No adjustments will be made to account for potential shrinkage or bulking of Dredged Material.

Basis of Payment – Payment for spoiling the Dredged Material will be made per Cubic Yard. Payments will be made on a monthly basis, using cut volumes estimated from dredging operations. The final payment will be made from comparing pre- and post-construction surveys of the dredge cut in Black Hawk Lake.

Minimum Payment – After the Department enters into an agreement with a dredging contractor, the Department guarantees a minimum payment to the land owner equivalent to the agreed upon tipping fee for 20,000 cubic yards of Dredge Material.

Minimum Storage Site Requirements.

- Capacity – The Storage Site shall have a minimum permanent water storage usable volume of 700 acre-feet with a minimum depth of four feet. Areas with depths less than four feet will not be considered as part of the usable volume.
- Containment – Any outlets from the Storage Site shall have the ability to be protected from turbid water downstream discharges.

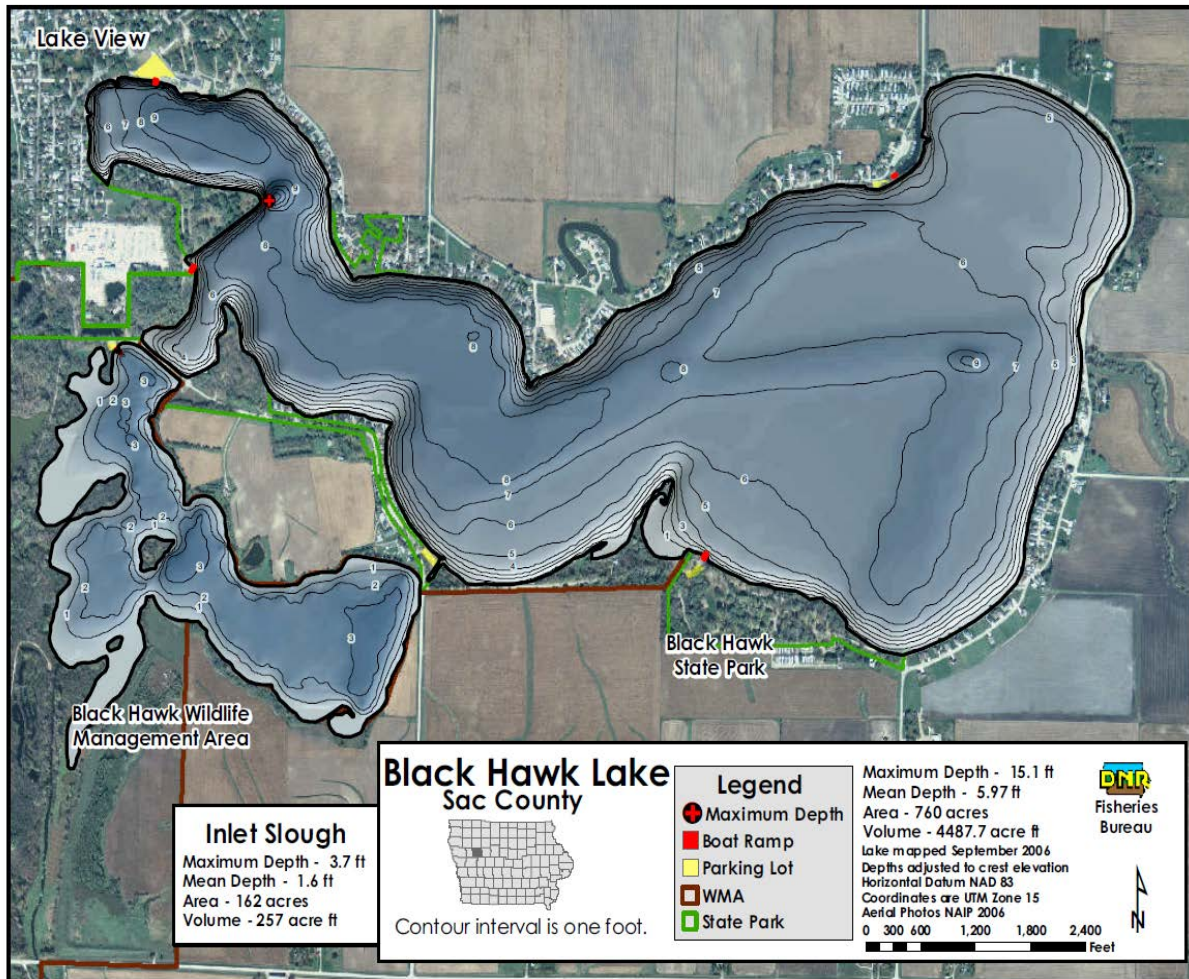


Figure 1 - Black Hawk Lake Contour Map

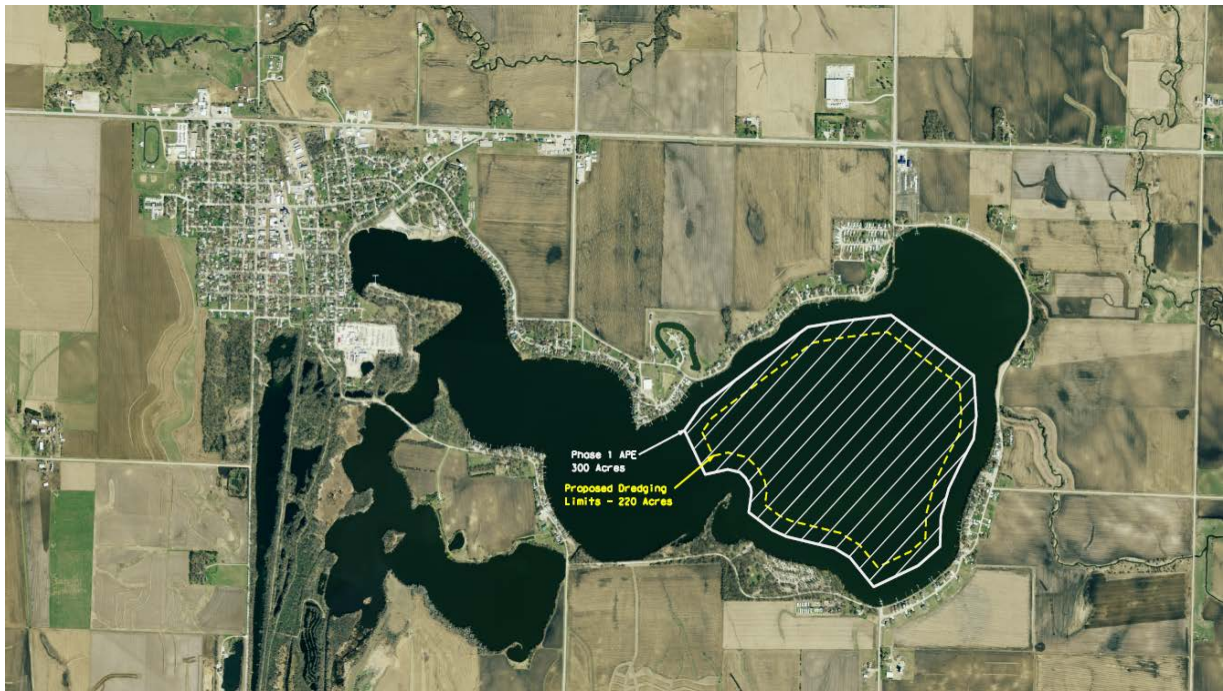


Figure 2 - 220 acre region of Black Hawk Lake proposed for dredging and the 300 acre identified as the Area of Potential Effect for a Phase 1 Archeological Investigation

EXHIBIT A

LEGAL DESCRIPTION of the PROPERTY

A PARCEL OF LAND LOCATED IN THE [INSERT LOCATION DESCRIPTION], TOWNSHIP __ NORTH, RANGE __ WEST OF THE 5TH PRINCIPAL MERIDIAN, _____ COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION _;

INSERT LEGAL DESCRIPTION

LAND MORE OR LESS AND SUBJECT TO ALL EASEMENTS OF RECORD

EXHIBIT B

TEMPRORAY EASEMENT AREA for STORAGE SITE and STAGING AREA within the PROPERTY

[INSERT FIGURE]

EXHIBIT C

SECONDARY REVIEW OF THE DREDGE SPOIL STORAGE SITE AND MONITORING PLAN

Secondary Review of the Dredge Spoil Storage Site

1. DNR dredging operations are contingent on a secondary DNR site review and verification for use of the Property as a Storage Site
 - Verify depths of Storage Site and storage volume.
 - Verify ability to return water in an efficient and safe manner back to Black Hawk Lake.
 - Verify likelihood of encountering any hazardous substances.
 - DNR will likely need to cross a road(s) with a dredge pipe and a return water pipe. Whether we use a culvert or trench across the road, the DNR will at least want confirmation from the county regarding our ability to do that.
 - DNR will want to check with adjacent property owners to make sure what we're proposing isn't going to adversely affect them or their wells.
 - Verify a 50' buffer between the edge of water and the Property line, which should be sufficient for dredging operations. If that is not possible, we can discuss alternatives with the Grantor.
 - Pre-application meeting with the Army Corps to verify the feasibility of using the Property for the proposed project (i.e. spoil from dredging operations).
 - Verify site is free of invasive or nuisance species not already located in Black Hawk Lake or be able to sterilize return water.

Monitoring Plan

2. DNR's proposed sediment sampling plan within Black Hawk Lake and Dredge Spoil Storage Site prior to dredging is as follows:
 - DNR shall collect three composite sediment samples along a transect in the proposed area within Black Hawk Lake. Samples will be collected to at least the total depth of sediment that is proposed being removed as a part of the dredging project. Samples will be sent to a certified laboratory for analysis, and sample results will be made available to the spoil site Grantor.
 - A certified laboratory will complete a Synthetic Precipitation Leaching Procedure (SPLP) extraction for the Resource and Conservation Recovery Act (RCRA) metals and RCRA pesticides panels.
 - A second extraction will be conducted for the 2,4-Dichlorophenoxyacetic acid (2,4-D) and atrazine pesticide analysis.
 - All cores collected will be analyzed for RCRA metals (includes lead, cadmium, etc.), RCRA pesticides (includes many of the older pesticides that have been banned), and 2,4-D and atrazine.
 - All cores collected will be analyzed for semi-volatile organic compounds (SVOCs), poly chlorinated bi-phenols (PCBs), herbicides, and pesticides as required under SECTION 6 -Contractual Terms and Conditions, paragraph 7B.
 - DNR reserves the right to collect a sediment core or cores from the proposed spoil site prior to dredging and complete the analyses described above to determine baseline conditions for sediments in the spoil site.
3. Water monitoring within the Dredge Spoil Storage Site prior to dredging:
 - Collect three to four samples throughout the growing season at the deep point of the Dredge Spoil Storage Site for the year prior to dredging commencing.
 - Analyze an integrated water column sample for the following parameters Nitrate + Nitrite as N, Total Kjeldahl Nitrogen, Total Phosphorus, Soluble Reactive Phosphorus or orthophosphate, Chlorophyll a, turbidity, dissolved oxygen, pH, conductivity, Total Suspended Solids, Volatile Suspended Solids, Inorganic Suspended Solids, alkalinity, and Dissolved Organic Carbon.
 - Conduct metals analysis that includes iron, magnesium, and aluminum.
4. Water monitoring during dredging:

- Monitoring of turbidity throughout the project.
 - Collect samples and conduct nutrient and metals analysis up to two times during dredging (both in the lake and the Storage Site) to monitor levels during the dredging.
5. Water monitoring after dredging:
- Repeat the monitoring protocol from the year prior to dredging in the lake and the Storage Site.

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 Grantor offering the lowest cost; instead, the DNR will select the Grantor whose Responsive Bid Proposal appears to provide the best value to the State.

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

5.3 Overview of Evaluation Process. The DNR shall conduct a preliminary evaluation of all submitted Technical Bid Proposals to determine if they comply with the Format and Content requirements described in the RFP (*i.e.* to determine if the Grantor is a responsible Grantor 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 separated from the Technical Proposals until the DNR evaluation committee has completed its evaluation of the Technical Proposals.**

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

- 5.4.1** Cost (per cubic yard tipping fee).
- 5.4.2** Capacity – total usable volume of the Storage Site excluding areas of depths less than four feet.
- 5.4.3** Location – Property proximity to Black Hawk Lake including topography of dredging pipe corridor. This will be calculated based on the property location to Black Hawk Lake using pumping costs of \$0.55 per CY per mile for dredge material and an additional \$0.45 per CY per mile for return water with \$550,000 per mile if the spoil site can drain to the lake, and \$1,000,000 per mile if the spoil site cannot drain to the lake.
- 5.4.4** Site – accessibility of Storage Site, Staging Area terrestrial availability, and Property topographic layout, existing infrastructure, and biological considerations.

Section 6 Contractual Terms and Conditions

6.1 Preface. Any contract(s) resulting from this RFP between the State and the successful Grantor shall be a combination of the specifications, terms and conditions of this RFP; the offer of the Grantor contained in the Grantor’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 Grantor or to negotiate Contract terms with the successful Grantor 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 Grantor means that the DNR will negotiate in good faith with the selected Grantor in expectation of executing a contract. If the DNR determines within its sole discretion that it cannot execute a contract with the selected Grantor, then it may select a new Grantor 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 Resource 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 Acceptance of Terms and Conditions. By submitting a bid proposal, each Grantor acknowledges its acceptance of the terms and conditions of the RFP.

If a Grantor takes exception to any contract provision, the Grantor 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 Grantor’s proposal.

A Grantor’s failure to state an exception to any provision and propose alternative language may be deemed by the DNR to constitute Grantor’s acceptance thereof. No objection or amendment by a Grantor to the provisions or terms and conditions shall be incorporated into the Contract unless the DNR has explicitly accepted the Grantor’s objection or amendment in writing. With regard to the “Special Conditions” portion of the contract forms, DNR and the successful Grantor 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 Grantor 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 Grantor 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.

TERMS AND CONDITIONS

Grantor is the owner of certain real property specifically described in Exhibit A attached hereto (the “**Property**”). Grantee Iowa Department of Natural Resources is an administrative agency of the State of Iowa with the mission to conserve and enhance Iowa’s natural resources and, among other things, is authorized to provide funding and resources to undertake said project at Black Hawk Lake. Grantee intends to conduct dredging operations to remove silt, sand, gravel, sediment, and other debris from Black Hawk Lake (collectively “**Dredged Material**”). In connection with such dredging operations, Grantee intends to create or participate in the creation of a storage site on a portion

of the Property into which will be deposited the Dredged Material (the “**Storage Site**”). The boundaries of the portion of the Property on which the Storage Site and Staging Areas will be created are shown on Exhibit B attached hereto (“**Temporary Easement Area**”). Grantor is willing to grant to Grantee an Easement to the Temporary Easement Area for the construction, operation, and maintenance of the Storage Site and for permanent storage of dredged material in the Storage Site (as defined below). Any dredged material placed in the Storage Site by the Grantee, under terms and conditions of this Agreement, shall become the property of the Grantor.

Part A. Temporary Access

1. Grant of temporary easement. GRANTORS _____, hereby grant to the State of Iowa acting through the Iowa Department of Natural Resources, its successors and assigns [**DNR**], a Temporary easement authorizing construction of a dredge containment site, including the permanent placement of dredge material onto the site, in accordance with Construction Documents for Black Hawk State Park Dredge Project# _____ dated _____. Also authorizing construction and maintenance of all necessary roadways, dredge pipelines, and incidental items to support dredging activities at Black Hawk State Park, and the right to deposit dredge material from dredging upon the site. The scope of this project and the conditions of this easement are specified in the following paragraphs.

2. Property. The subject property is part of the [INSERT LOCATION DESCRIPTION], all located in Township __ North, Range __ West of the 5th P.M., _____ County, Iowa.

3. Purpose. The purpose of the easement is to facilitate the construction and use of a dredge containment site.

4. Temporary Easement Area. An area specified within the limits of the Property as shown on attached Exhibit B.

5. Access. The DNR and its authorized agents shall have access within the Temporary Easement Area. Access by the general public is NOT allowed.

6. Duration. The easement shall bind Grantors, successors and assigns from the execution of this easement until November 30, 2023 when said Temporary Easement shall expire.

7. Restoration. The DNR shall, upon completion of the project, restore all disturbed areas, except the Storage Site, as closely to their pre-construction condition as practical.

8. Authorization to grant easement. By executing this document, Grantors affirm that as owners of the subject property they are authorized to grant the temporary easement as set forth in this document.

Part B. Terms and Conditions

THEREFORE, incorporating the Recitals above and for the consideration set forth below, the sufficiency of which is hereby acknowledged, **IT IS AGREED AS FOLLOWS:**

- 1. Premises and Term.** Grantor hereby grants to Grantee an Easement to the Temporary Easement Area (the “**Easement**”) for a period commencing on _____, 2020 and ending on _____, 2023 (“**Term**”), subject to the terms and conditions of this Agreement. Grantee shall have no right to access or use any portion of the Property not included in the Temporary Easement Area, except, after giving notice to Grantor, for the limited purpose described in Paragraph 7. C. below.
- 2. Exclusive Use.** Grantee will use the Temporary Easement Area solely for the purpose of constructing, operating and maintaining the Storage Site for the permanent storage of the Dredged Material, which under applicable law including, without limitation, the rules of the Iowa Department of Natural Resources, can be stored at the Storage Site. Grantee will construct appropriate fencing and gates or other boundaries to prevent the unauthorized access to the Temporary Easement Area and will post appropriate notices against trespassing.

3. **Right of Access.** During the Term Grantee, through its agents, employees, and contractors, shall have the exclusive right of access to, control of, and dominion over the Temporary Easement Area in accordance with the terms and conditions of this Agreement. Except as provided in Paragraph 4. below, no party shall have any rights to access or use the Temporary Easement Area without the prior written consent of Grantee.
4. **Grantor's Right of Entry.** Grantor may enter the Temporary Easement Area at any time for any purpose in Grantor's sole discretion, provided that Grantor will not interfere with the construction, operation, and maintenance of the Storage Site.
5. **Termination of Easement for Grantee's Convenience.** Grantee may terminate the Easement and this Agreement if the necessary permits are not secured for the dredging project at Black Hawk Lake. In such event, Grantee will restore the Temporary Easement Area, except the Storage Site, to the condition it was in prior to the commencement of any work performed by Grantee or any contractor, if not capable of restoration, to a condition acceptable to Grantor.
6. **Property and Storage Site Maintenance.** Throughout the Term, Grantee shall maintain the Temporary Easement Area in good repair and shall keep all noxious weeds, grasses, and trees properly controlled.
7. **Environmental.**
 - A. To Grantor's knowledge, without duty of inquiry as of the date hereof, neither Grantor nor Grantor's former or present tenants are subject to any investigation concerning the Temporary Easement Area by any governmental authority, other than Grantee, under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of Toxic or Hazardous Substances (as defined below), air emissions, or other environmental matters. Further, to Grantor's knowledge as of the date hereof, any handling, transportation, storage, treatment, or use of Toxic or Hazardous Substances that has occurred on the Temporary Easement Area has been in compliance with all applicable federal, state, and local codes, rules, and regulations. Further, to Grantor's knowledge as of the date hereof, no leak, spill, release, discharge, emission, or disposal of Toxic or Hazardous Substances has occurred on the Temporary Easement Area. Further, to Grantor's knowledge as of the date hereof, the soil, groundwater, and soil vapor on or under the Temporary Easement Area is free of Toxic or Hazardous Substances.
 - B. The Dredged Material to be deposited and stored on the Storage Site will not have semi-volatile organic compounds (SVOCs), poly chlorinated bi-phenols (PCBs), herbicides, pesticides, or other Toxic and Hazardous Substances at concentrations in excess of the Iowa Department of Natural Resources' statewide standards. Grantee will test the Dredged Material to be deposited and stored on the Storage Site in accordance with testing industry standards and the regulations of the Iowa Department of Natural Resources and, if any such compounds or other toxic substances, toxic wastes, pollutants, hazardous substances, hazardous wastes, contaminant, or other substances or wastes that are the subject of federal, state, or local laws, ordinances, regulations, rules, standards, and requirements related to pollution and environmental protection (collectively "Toxic or Hazardous Substances") are found with concentrations in excess of the Iowa Department of Natural Resources' statewide standards, Grantee will not deposit such contaminated Dredged Material at the Storage Site. If in connection with the preparation, construction, operation, or maintenance of the Storage Site, any Toxic or Hazardous Substances with concentrations in excess of the Iowa Department of Natural Resources' statewide standards are discovered, Grantee will contain and remove all such contaminated Dredged Material and any other materials in accordance with the regulations of the Iowa Department of Natural Resources and all other federal, state or local laws, ordinances, regulations, rules, standards, and requirements.
 - C. Grantee shall keep the Storage Site free and clear of any hazardous substances, as that term is defined under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. 6901. Grantee shall not cause or permit a release of hazardous substances on, from, into, upon, or around the Temporary Easement Area in violation of any applicable laws.
 - D. Grantee will restore any of the Property not included in the Temporary Easement Area that is affected in any form or manner by the construction, operation, and maintenance of the Storage Site including, without limitation, any spill, run-off, or any other incursion of the Dredged Material onto any portion of the Property not included in the Temporary Easement Area to its original condition or, if not capable of such restoration, to a condition acceptable to Grantor.

- E. During the Term, Grantee, through its agents, employees, and contractors, shall have the exclusive right of access to, control of, and dominion over the Temporary Easement Area to implement the monitoring and secondary site review described in Exhibit C.

8. Indemnification and Insurance.

- A. To the extent permitted by Article VII, Section 1 of the Iowa Constitution, Chapter 669 of the Iowa Code and other applicable law, Grantee, jointly and severally, will defend at its expense, indemnify and hold harmless Grantor and Grantor's agents, assigns, and successors ("Indemnified Parties") from and against any and all claims, allegations, demands, lawsuits, injuries, losses, penalties, liabilities, damages, judgments, costs, and expenses (including attorney's fees) arising out of or related to: (a) the construction, operation, or maintenance of the Storage Site; (b) injury to any person or death resulting from such injury including, without limitation, any occupational injury or illness sustained by an employee of Grantee or its agents, contractors or subcontractors; (c) any destruction or damage to property, other than as expressly permitted by this Agreement, that occurs on the Property during the Term, whether or not caused by the actions or omissions of Grantee, its agents, contractors or subcontractors or their respective employees; (d) failure of Grantee to perform its obligations under this Agreement; (e) breach of Grantee's warranties and representations under this Agreement; (f) willful misconduct or negligent acts, errors or omissions of Grantee, its agents, contractors or subcontractors or their respective employees; (g) any Toxic or Hazardous Substances found in the Dredged Material, in or on the Temporary Easement Area, in or on the Property or any adjoining properties, in any soil, waterway or groundwater or discovered in connection with the preparation, construction, operation or maintenance of the Storage Site; or (h) the violation of any federal, state or local laws, ordinances, regulations, rules, standards and requirements by Grantee or its agents, employees, contractors or subcontractors. The indemnification obligations of this Agreement shall survive termination of the Easement, as described in paragraph 9.
- B. If any claim, investigation, action or other proceeding (each a "Proceeding") is initiated against one or more Indemnified Parties by any third party and such Indemnitee intends to seek indemnification from Grantee, as applicable, under this Agreement on account of its involvement in such Proceeding, then such Indemnified Party will give notice to the Grantee of such Proceeding; provided, that the failure to so notify Grantor will not relieve Grantee of its obligations under this Agreement. Upon receipt of such notice, Grantee will diligently defend against such Proceeding on behalf of such Indemnified Party at its own expense; provided, that, if fails or refuses to conduct such defense, or such Indemnified Party has been advised by counsel that it may have defenses available to it which are different from or in addition to those available to Grantee and separate legal counsel for the Indemnified Party is reasonably necessary given consideration to all relevant issues, or that its interests in such Proceeding are adverse to Grantee's interests and separate legal counsel for the Indemnified Party is reasonably necessary given consideration to all relevant issues, then such Indemnified Party may defend against such Proceeding at such Grantee's expense, with counsel reasonably acceptable to Grantee. Grantee or Indemnified Party, as applicable, may participate in any Proceeding being defended against by the other at its own expense, and will not settle any Proceeding without the prior consent of the other, which consent will not be unreasonably withheld, conditioned or delayed; provided, that the consent of Grantee is not required if Grantee failed or refused to defend the Indemnified Party in the Proceeding that is being settled. Grantor and Indemnified Party will cooperate with each other in the conduct of any such Proceeding.
- C. Before any entity enters the Temporary Easement Area and commences any activities in connection with this Agreement, Grantee will provide to Grantor a Certificate of Insurance that such entity has the following minimum coverage:
 - Public Liability Insurance
 - Per person - \$100,000.00
 - Each occurrence - \$300,000.00
 - Property Damage Insurance
 - Each occurrence - \$50,000.00

- 9. **Termination of Easement.** Upon the termination of the Easement and this Agreement upon the conclusion of the Term or pursuant to Paragraph 5. above, Grantee shall have no further rights or obligations in

connection with respect to the Easement, except that if the termination is pursuant to Paragraph 5., Grantee shall fully perform the obligations set forth in that Paragraph prior to the effective date of the termination. Except as expressly provided in this Agreement, Grantee shall have no obligation to restore the Temporary Easement Area to its condition prior to the granting of the Easement.

- 10. Possession and Condition at End of Term.** At the termination of the Easement and this Agreement, Grantee will relinquish possession of the Temporary Easement Area to Grantor in the condition as provided by the terms and conditions of this Agreement. Unless otherwise agreed, any and all temporary structures or construction equipment placed within the Temporary Easement Area in connection with the construction, operation, and maintenance of the Storage Site shall be removed by the Grantee and all temporary roads on the Temporary Easement Area created by Grantee for its use of the Storage Site will be removed.
- 11. Representations and Warranties as to Title to Property.** Grantor hereby warrants that he is the owner of the Property, free and clear of all liens and encumbrances, except as may be otherwise noted herein, and has the full right and authority to grant the Easement provided for herein.

[SIGNATURE PAGES FOLLOW]

INTENDING TO BE BOUND, the parties execute this Agreement as of the date first set forth above.

GRANTOR

By:
Title:
Company:

DATE _____

BEFORE ME, the undersigned authority, on this day personally appeared Name, who is personally known by me to be the person whose name is subscribed hereto and who stated to me under oath that he signed the foregoing instrument for the purpose and considerations therein expressed.

Subscribed and sworn to before me this ____ day of _____, 2020.

Notary Public in and for the State of Iowa

GRANTEE

IOWA DEPARTMENT OF NATURAL RESOURCES

By:
Title:

DATE _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, who is personally known by me to be the person whose name is subscribed hereto and who stated to me under oath that he signed the foregoing instrument for the purpose and considerations therein expressed.

Subscribed and sworn to before me this ____ day of _____, 2020.

Notary Public in and for the State of Iowa

6.5 Deadline for Execution of Contract. By submitting a proposal, each Grantor agrees that any and all contracts resulting from this RFP must be negotiated and signed by all parties no later than [December 31, 2020](#), unless such deadline is extended by the DNR in writing. Any failure by a successful Grantor or its third party Grantors 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 Grantor, and the DNR may elect to negotiate with any other Grantor.

**Attachment # 1
Certification Letter**

Alterations to this document are prohibited, see section 2.13.12.

June 8, 2020

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

Re: RFP **20CRDLWBMBALM-0015** - PROPOSAL CERTIFICATIONS

Dear **Michael Gulick**:

I certify that the contents of the Proposal submitted on behalf of **[Name of Grantor]** _____
_____ (Grantor) in response to **DNR** for Request for Proposal Number **20CRDLWBMBALM-0015** for **Black Hawk Lake Dredge Spoil Storage Site** are true and accurate. I also certify that Grantor has not knowingly made any false statements in its Proposal.

Certification of Independence

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

1. The Proposal has been developed independently, without consultation, communication or agreement with any employee or Grantor 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 Grantor 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 Grantor to induce any other Grantor 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 Grantor 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 Grantor 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 Grantor 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 Grantors 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 Grantor certifies the following: (check the applicable box)

- Grantor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code Chapter 432*; or
- Grantor is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(42) and (43)*.

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

Sincerely,

[Name and Title]

Attachment #2

Authorization to Release Information Letter

Alterations to this document are prohibited, see section 2.13.12.

June 8, 2020

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

Re: RFP **20CRDLWBMBALM-0015**- AUTHORIZATION TO RELEASE INFORMATION

Dear **Michael Gulick**:

[Name of Grantor]_____ **(Grantor)** 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 Grantor in response to Request for Proposal (RFP) Number **20CRDLWBMBALM-0015**.

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

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

The Grantor 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 Grantor's Proposal submitted in response to RFP.

The Grantor 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 Grantor's Proposal. The Grantor 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 Grantor 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 Grantor in response to RFP.

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

Sincerely,

[Printed Name of Grantor Organization]

[Name and Title of Authorized Representative]

Date

Attachment # 3
Grantor Requirement Check List

RFP Section	RFP Requirement	Included
3.2.1	Transmittal Letter	
3.2.2	Background Information	
3.2.3	Acceptance of Terms and Conditions	
3.2.4	Certification Letter Attachment #1	
3.2.5	Authorization to Release Information Attachment #2	
4.2	Statement of Work Technical Bid Proposal, Exhibit A, Exhibit B, Cost Bid Proposal using Attachment #5	

ATTACHMENT # 4

Payment Terms

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

What discount will you give for payment in 15 days? _____

What discount will you give for payment in 30 days? _____

Cost Proposal – 20CRDLWBMBALM-0015

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

Task	Time Frame	Total Costs
<p>Task 1: Use of property for construction, operation, and maintenance of a dredge spoil site for a Black Hawk Lake dredging project located in Sac County Iowa.</p> <p>For the purpose of this RFP the cost proposal shall be the amount charged (i.e. tipping fee) by the Grantor to the DNR per cubic yard of Dredged Material removed from Black Hawk Lake and deposited in the Storage Site on the Grantor’s property.</p>	<p>No later than November 30, 2023</p> <p>Cost per cubic yard tipping fee:</p> <p>\$ _____</p> <p>Estimated cubic yards = 1,000,000</p>	<p>\$ _____</p>

Signature: _____ Date: _____

Printed Name and Title: _____

Name of Grantor Organization: _____

Address: _____

Phone: _____ Email: _____