

Iowa Department of Natural Resources (DNR)

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information:

TITLE OF RFP:	Upper North Raccoon River Water Trails Planning	RFP Number:	23CRDLWBJWENC-0001
DNR seeks to purchase:	The DNR seek to contract the services from a qualified Respondent for water trails planning and engineering.		
Number of mos. or yrs. of the initial term of the contract:	16 Months	Number of possible annual extensions:	3
Tentative Contract term start date:	August 15, 2022	Tentative Contract term end date:	December 31, 2023
DNR Issuing Officer:			
Philip Payton, DNR Procurement Officer			
Phone number 515.361.0743 or email philip.payton@dnr.iowa.gov			
Wallace Building 4 th Floor 502 E 9 th Street Des Moines, Iowa 50319			
DNR PROCUREMENT TIMETABLE—Event or Action:			Date/Time (Central Time):
Posts Notice of RFP on TSB website			July 22, 2022
Issues RFP and Posts Notice of RFP on DAS Bid Opportunities website			July 25, 2022
RFP written questions, requests for clarification, and suggested changes from Respondents due:			August 2, 2022
DNR's written response to RFP questions, requests for clarifications and suggested changes due:			August 5, 2022
Proposals Due Date:			August 12, 2022
Proposals Due Time:			2:00 PM Central Time
Anticipated Date to issue Notice of Intent to Award:			August 29, 2022
Anticipated Date for NRC Commission Approval			September 8, 2022
Anticipated Date to execute contract:			September 23, 2022
Relevant Websites:		Web-address:	
Internet website where Addenda to this RFP will be posted:		http://bidopportunities.iowa.gov/	
Internet website where contract terms and conditions are posted:		http://www.iowadnr.gov/InsideDNR/RFPBidLettings.aspx	
Internet website where Respondents can learn more about the DNR:		https://www.iowadnr.gov/	
Number of Copies of Proposals Required to be Submitted:			1 original + 1 USB Drive
Firm Proposal Terms Per Section 3.2.13, the minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm:			120 Days

SECTION 1 INTRODUCTION

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.

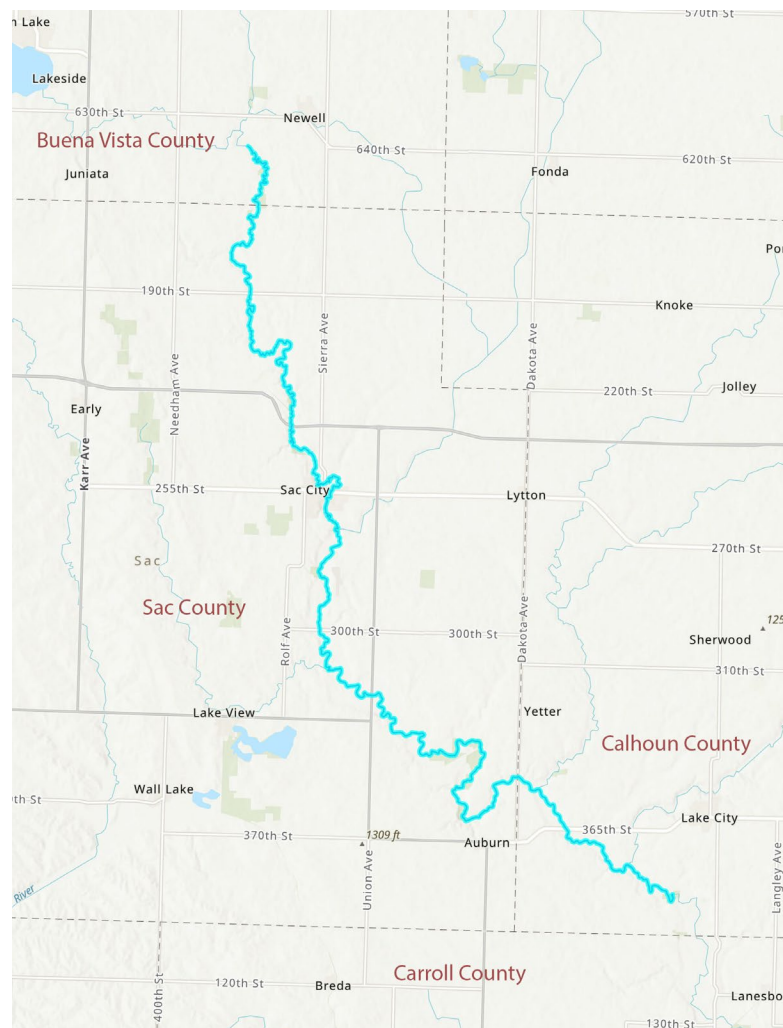
Respondent should review Attachment 3, Form 22 Request for Confidentiality, for more information if its Proposal contains confidential information. **Any Proposal marked “Confidential” or “Proprietary” on every page may be disqualified.**

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

The Department of Natural Resources (DNR) is seeking a qualified Respondent for professional planning services to develop a water trail plan for 57.2 miles of the Upper North Raccoon River starting slightly upstream of the Sac County line to Rainbow Bridge Access in Calhoun County. This stream was recently selected for water trail planning by a scoring committee consisting of three DNR employees and two citizen river advocates. Sac County Conservation Board applied for these services and agreed to be the water trail sponsor.

Map of the North Raccoon River Water Trail that will receive planning services:



A good water trail plan is one that is responsive to local desires and concerns. Through a series of local stakeholder meetings and public input sessions, the water trail plan will establish a priority for infrastructure projects (developing new water accesses, improving existing accesses, adding access amenities, improved parking, and hazard mitigation, etc.). The plan will also identify any interpretive or educational programming needs, as well as provide basic preliminary designs for all access improvements. The plan will offer potential solutions to any existing problems that are identified.

The DNR has budgeted \$60,000 for this project.

SECTION 2 ADMINISTRATIVE INFORMATION
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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.

2.4 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

Each Respondent must submit its Bid Proposal so that it is received by the Issuing Officer no later than **August 12, 2022 at 2:00 PM Central Time. This is a mandatory specification and will not be waived by the DNR.** Any Bid Proposal received after this deadline will be rejected and returned unopened to the Contractor. Contractors mailing Bid Proposals must allow ample mail delivery time to ensure timely receipt of their Bid Proposals. It is the Contractor's responsibility to ensure that the Bid Proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Bid Proposal. **Electronic mail and faxed Bid Proposals will not be accepted.** Contractors must furnish all information necessary to evaluate the Bid Proposal. Bid Proposals that fail to meet the mandatory requirements of the RFP shall be disqualified. Verbal information provided by the Contractor shall not be considered part of the Contractor's Bid Proposal unless it is reduced to writing.

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 submit 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 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.

2.24 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.

2.25 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.

2.26 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.

2.27 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.

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 Bid Proposal shall be typewritten on 8.5" x 11" paper (one side only).

3.1.2 The Bid Proposal shall be divided into two parts: (1) **the Technical Proposal** and (2) **the Cost Proposal**. Each part (technical, cost) of the Bid Proposal shall be sealed in **separate envelopes**. The cost proposal needs to be in a separate sealed envelope from the technical proposal. One (1) USB Flash Drive with the Technical Proposal only in a sealed envelope. The envelopes shall be labeled with **Attachment #6 Sealed Bid Proposal Labeling**.

The DNR shall not be responsible for misdirected packages or premature opening of Bid Proposals if a Bid Proposal is not properly labeled. Always allow extra time for delivery. The DNR shall not consider bids if they are not received by the DNR, either at its mail room or at its Fourth Floor Reception Desk, by the time and date described on the RFP cover sheet, regardless of whether the bid was mailed prior to that time and date or whether the bid was received at the Capitol Complex Mail Room or other state government locations prior to that time and date.

The United States Postal Service (USPS) does not deliver mail or packages directly to the address provided above but rather to the Capitol Complex Mail Room. Extra time should be allotted for proposals sent by the USPS. Federal Express and UPS shipments and overnight letter/bids to the DNR in the Wallace Building are delivered directly to the 4th floor DNR mailroom. All Federal Express and UPS shipments to the DNR, Wallace Building, are machine-stamped with the date and time to document their receipt by the DNR. If the Contractor does not hand-deliver the bid proposal to the DNR mailroom for date/time-stamping as received, the DNR recommends the Contractor consider Federal Express or UPS.

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

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

3.1.5 Bid Proposals shall not contain promotional or display materials.

3.1.6 Attachments shall be referenced in the Bid Proposal.

3.2 Technical Proposal

The following documents and responses 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.

3.2.2 Table of Contents

The Respondent must include a table of contents of its Proposal and submit the check list of submittals per Attachment #4.

3.2.3 Executive Summary

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

3.2.3.1 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.

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

3.2.3.3 Any other summary information the Respondent deems to be pertinent.

3.2.4 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.

In addition to addressing mandatory specifications and scored technical specifications, the Respondent must provide a detailed work plan with sufficient information describing how the Respondent would accomplish the services sought in this RFP including timeline for implementation. Respondents must provide actual examples of Respondents previous or current work for customers or clients similar to the services sought in this RFP.

3.2.5 Respondent Background Information

The Respondent must provide the following general background information:

3.2.5.1 Does your state have a preference for instate vendors? Yes or No. If yes, please include the details of the preference.

3.2.5.2 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.

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

- 3.2.5.4** State of incorporation, state of formation, or state of organization.
- 3.2.5.5** 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.
- 3.2.5.6** Number of employees.
- 3.2.5.7** Type of business.
- 3.2.5.8** Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 3.2.5.9** Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.
- 3.2.5.10** 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.
- 3.2.5.11** Respondent's accounting firm.
- 3.2.5.12** 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>

3.2.6 Experience

The Respondent must provide the following information regarding its experience:

- 3.2.6.1** Number of years in business.
- 3.2.6.2** Number of years of experience with providing the types of goods and/or services sought by the RFP.
- 3.2.6.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 3.2.6.4** 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.
- 3.2.6.5** 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.

3.2.7 Personnel

The Respondent must identify the number of employees who will be involved in providing the services contemplated by this RFP and provide resumes for all key personnel. The following information must be included in the resumes:

3.2.7.1 Full name.

3.2.7.2 Education.

3.2.7.3 Years of experience and employment history particularly as it relates to the specifications of the RFP.

3.2.8 Termination, Litigation, Debarment

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

3.2.8.1 Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.

3.2.8.2 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.

3.2.8.3 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.

3.2.8.4 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.

3.2.8.5 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.

3.2.9 Criminal History and Background Investigation

The Respondent hereby explicitly authorizes the DNR to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

3.2.10 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.

3.2.11 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.

3.2.12 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.

3.2.13 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 Terms

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

3.3.2 Respondent Discounts

Respondents should state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

3.3.2.1 Prompt Payment Discount

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

3.3.2.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 DESCRIPTION OF WORK AND STATEMENT OF WORK

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 Department of Natural Resources (DNR) is seeking a qualified Respondent for professional planning services to develop a water trail plan for the Upper North Raccoon River, approximately 58 miles.

Each water trail project will have its unique issues and nuances, and the DNR can't capture every possibility that may come along within the Statement of Work. The DNR does expect, however, the Respondent selected will be able to appropriately incorporate the salient pieces of information, as well as the more nuanced and unique pieces uncovered during the planning process. To review past water trail plans, go to: <https://www.iowadnr.gov/things-to-do/canoeing-kayaking/water-trail-development>.

Respondent must have background in natural resources planning and AICP accreditation or a Landscape Architect with ASLA accreditation. Respondent must also be adept at graphic design and GIS mapping. The product deliverables must be in Adobe Creative Suites or Adobe Creative Cloud. A thorough understanding of ESRI desktop and online tools, such as, ARCGIS Online, Survey 123, and others is required in order to collect and disseminate information and finalize maps. And finally, in order to provide project continuity, the planner/project manager and team members identified in the proposal must not change, except for reasons beyond the control of the respondent, such as, sickness, employment change, etc. The planner/project manager is expected to be at each meeting, event, or function, and must be the direct point of contact with DNR project manager.

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

Deliverables	Task Milestone Date
<p>Task 1: Initiate Water Trail Plan.</p> <p>Description: Contractor must start with a creative “BIG DEAL” kick-off event that involves canoeing/kayaking the Sac County water trail prospects or something else that grabs the attention of locals. Contractor must identify the current conditions of the stream corridors and their use through a number of stakeholder listening sessions. Contractor must assist Sac County Conservation to engage and report out through social media.</p> <p>Contractor must complete the following steps:</p> <ol style="list-style-type: none"> 1. Develop or use an existing online social media presence to serve as a platform for all planning activities and post regular updates about relevant projects, events and initiatives to engage the public. Additionally, network with other organizations to broaden the project's recognition, involvement, and number of unique visitors to the social media page(s). 	<p>September 2022 Thru August, 2023</p>

<p>2. Host a meeting with existing land managers (DNR, county conservation board, cities/towns that own or manage accesses or public lands adjacent to the river) in order to listen to any concerns, opportunities, or ideas regarding existing access points, adjacent public lands, river use, etc. Approximate the current volume and types of river use and how (or if) this has changed over time. Document the current maintenance schedule or routine for all water accesses, amenities, and public lands along the river corridor, as well as any challenges land managers face. Identify potential solutions (infrastructure improvements/abandonments, communication, increased management or maintenance, etc.).</p> <p>3. Host landowner listening session(s). Invite all landowners who live adjacent to the river to a meeting to hear their general concerns about the river, river use, and development/designation of the water trail (concerns, opportunities, and ideas).</p> <p>4. Prior to the law enforcement meeting (#4 below), research and document any drownings, law enforcement citations, and problem calls to law enforcement within the past five years within the stream corridors (don't expect that law enforcement will have these numbers at the ready at the meeting identified in #4 below).</p> <p>5. After completing #3 above, host a meeting with law enforcement, emergency management officials, and land managers to relate what was learned from research and in meetings with landowners/land managers, and listen to any concerns or ideas they may have. Identify any rescue protocols or local ordinances that are in place related to the river corridor. Identify existing law enforcement/emergency management strategies to handle on water emergencies or other problems. Identify potential solutions (law enforcement capacity building, tactics, the need for patrol/rescue boats, swift water rescue training, etc.). Is there an agency or agencies that own/share a water rescue boat? If so, what are the boat specifications, width of trailer, etc.</p> <p>6. Host listening session(s) for river users (paddlers, anglers, tubers, boaters, etc.) in order to listen to their concerns, opportunities and ideas, as well as learn where the most popular and least popular stretches of river are and why. DNR will supply contact information for persons who have registered canoes and kayaks greater than 13 feet in the area.</p> <p>7. Begin to review geology and archaeology reports and data/information prepared for this plan by the DNR and other contractors, and communicate with area naturalists, local historians, and museum curators to identify relevant information within the river corridor that has high potential for interpretation.</p> <p>Deliverables: Contractor must provide the DNR all agendas, minutes or meeting summaries, attendance sheets, and PowerPoint presentations from each meeting. Provide the link to social media and web pages where all planning events and activities will be posted.</p>	
<p>Task 2: Organize Steering Committee.</p>	

<p>Description: Contractor must establish a steering committee (and appropriate subcommittees, if needed, over the course of the planning phase) to develop vision and goals for the Upper North Raccoon River Water Trail in Sac County, and to help guide development of the Water Trail Plan. Water trail steering committees typically range between five and twelve members. It should represent a broad range of interests, but no single interest shall be over-represented. Prospective water trail sponsor and land managers should be part of this committee.</p> <p>Contractor must complete the following steps:</p> <ol style="list-style-type: none"> 1. Brainstorm with project initiators to identify candidates for the steering committee. In addition to public land managers, consider law enforcement, emergency management staff, local rescue professionals, and tourism economic development personnel. The list may include developers, or business owners who would be positively affected, elected officials, paddlers, anglers, water monitoring or water quality enthusiasts, local historians, naturalists, owners of paddlecraft/tube rental facilities, and other river groups or local citizens who are enthusiastic about the river and/or project. 2. Structure a planning framework for water trails topics, meetings, and plan development for the steering committee. 3. Seek and review relevant existing plans and their implications (zoning, land-use plans, ownership, watershed plans, capital improvement plans, development restrictions, etc.). Summarize, present and discuss with committee. 4. Identify known issues that need further exploration, and communicate with additional parties, stakeholders, and committee as needed. Anything that could affect or limit recreational use or recreational development should be considered. 5. Develop public input strategies with the steering committee, consider surveys and social media, and test/vet these approaches with the steering committee. 6. Upon completion of the Existing Conditions Assessment (Task 4), develop draft vision and goals for the Cedar River Water Trail in Mitchell County. Identify known issues, make preliminary recommendations, and classify goals by short-range and long-range implementation, and vet with steering committee and DNR prior to using for public's input. <p>Deliverables: Contractor must provide the DNR the following:</p> <ol style="list-style-type: none"> 1. The final list of steering committee members with names, addresses, phone numbers, email addresses, and their affiliations or who they represent. 2. Steering committee meeting agendas, minutes, attendance sheets, and any handouts or supplemental material provided as part of discussion or decision making at the meetings—this would include PowerPoint presentations, local plans, etc. 3. Draft vision and goals. 	<p>September 2022 Thru October 2023</p>
<p>Task 3: Ongoing Local Engagement</p>	

<p>Description: Contractor must from initiation to completion of the water trail plan, identify ways to provide ongoing local engagement.</p> <p>Contractor must complete the following steps:</p> <ol style="list-style-type: none"> 1. Engage relevant external groups, committees, or associations within the planning area, such as Regional TAP funds manager, REAP or other grant committees, city parks boards, tourism, and main street, and great places associations, for their feedback throughout the planning process. 2. Involve elected officials, county supervisors, business owners, and influential community members in ways relevant to the planning process, through meetings or events. 3. Partner with CCB/DNR to offer public educational events that include interesting, relevant local information related to natural resources within the river corridor, river history, archaeology, river science, river conservation issues, etc. 4. Identify ways to physically engage the public next to the river through events that allow them to get their feet wet (seek support from DNR and Mitchell County Conservation). <p>Deliverables: Contractor must provide the DNR the following:</p> <ol style="list-style-type: none"> 1. A list of scheduled/planned events with a description, and a summary of the outcome (# of participants or participant list, signed waivers, etc.). 2. A list of individuals, groups, committees, or associations from #s 1 and 2 above that were engaged with notes and/or meeting summaries. 	<p>September 2022 Thru December 2023</p>
<p>Task 4: Draft Existing Conditions Section of Water Trail Plan</p> <p>Description: Contractor must incorporate products and information gathered from Tasks 1 and 2, describing current conditions and stakeholder input received to date into draft existing conditions of water trail plan.</p> <p>Contractor must complete the following steps:</p> <ol style="list-style-type: none"> 1. An approximation of current volume of river traffic/use (heavy, moderate, light) for each river segment (access point to access point) for fishing, tubing, power boating, paddling, swimming, and any other river related activities. 2. Assign paddler skill level and river segment development classifications (Gateway, Recreational, and Challenge) based on current conditions for each river segment (access point to access point). 3. Identify local desires to change segment classifications and what that might require, such as, new infrastructure projects, changes in management, maintenance, programming, or services. 4. Identify and document natural/geological, historical, and archeological resources that may offer opportunities for interpretation. 	<p>February 2023 Thru July 2023</p>

<p>5. Identify potential crossover opportunities, including efforts from conservation education partners, tourism professionals, economic development projects and plans, and support for existing plans being implemented.</p> <p>6. Identify potential targets for conservation efforts supported by the steering committee, including the potential for land conservation, watershed plan development/support, stream bank stabilization support, etc.</p> <p>7. Analyze all relevant information:</p> <ul style="list-style-type: none"> • <u>Considerations</u>: Based on information learned from prior listening sessions, meetings, and any other input, the Contractor shall draft considerations for potential recreational development, conservation, maintenance, and management plan components. • <u>Analysis</u>: Analyze existing conditions to identify appropriate directions of the Vision phase. Analysis should identify constraints and opportunities, important challenges to overcome, and tradeoffs of various potential elements of the plan in the context of existing plans. Use GIS coverages to analyze elements as determined. Apply DNR water trail designation requirements checklist to local conditions, showing what remains to be addressed prior to state designation. Consider the physical conditions of infrastructure and the body of water in question, and all information assembled to date. • <u>Recommendations</u>: Form recommendations for promising potential directions based on criteria of interest to the steering committee, including statewide significance, ease of implementation, strong values, commitments to implementing ideas, etc. <p>8. Draft existing conditions section, including analysis and recommendations with conceptual overview map(s) for reference and incorporate into GIS. The intent of the document and digital information at this point is to test the range of ideas on the table, get stakeholders engaged in important decision making, and help them realize the scale of efforts. Following DNR approval, distribute/display this document/information to project partners and the steering committee for review.</p> <p>Deliverables: Contractor must provide a draft of the existing conditions section with analysis and recommendations (GIS data, as well) to the DNR for review.</p> <p>DNR Responsibilities: Review and provide feedback on draft recommendations.</p>	
<p>Task 5: Gather Public Input.</p> <p>Description: Contractor must gather input from the public through a variety of possible ways: focus group meetings, public input surveys, and consensus building meetings (if necessary). Contractor must publish the results, and continue engagement through social media and some form of web presence, such as Esri's Storymap or other similar interactive web application. See how the Des Moines Metropolitan Planning Organization used Esri's Storymap application to gather</p>	

<p>input and communicate water trail plan elements to the public: https://dmampo.maps.arcgis.com/apps/MapJournal/index.html?appid=cdc1664fa6b844d58ea82bd3e2809023)</p> <p>Contractor must complete the following steps:</p> <ol style="list-style-type: none"> 1. Continue to reach out via social media regarding additional input needed. 2. Host additional meetings with individual stakeholder groups (paddlers, anglers, residents of local communities, the public, etc.) using topics and public input strategies identified by the steering committee. Include the opportunity for stakeholder comments on the visions and goals identified by the steering committee in Task 2, #6. 3. Evaluate public input received thus far, and identify key themes and issues to be addressed in the countywide public input survey. Identify the survey medium (e.g. paper, online, ESRI Storymap, or other Web applications) and its scope (e.g. informal or statistically significant), and develop draft public input survey. Present survey recommendations to the steering committee for consideration. 4. Distribute public input surveys to residents throughout Mitchell County, administer the data collection process, review responses individually to check for validity and integrity, and analyze the data to identify patterns and themes to be addressed during the consensus building meetings. Submit the survey results with analysis to the DNR, and showcase results online. 5. Organize public consensus building meeting(s)—two or more in different locations along the trail (if needed). 6. Identify site-specific projects based on outcomes from each consensus building meeting, and confirm project recommendations with the steering committee. Note: Separate from this Contract, DNR will contract with engineering firm to develop four concept site designs with cost estimates to be incorporated into this plan. 7. Document the entire public input process, outcomes, and projects as the Public Input section of the Water Trail Plan. In addition, document all projects and project locations to be incorporated into the Project Recommendations section of the Water Trail Plan. Submit both draft sections to the DNR. 8. Revise vision and goals section of the water trail plan if necessary. <p>Deliverables: Contractor must provide the DNR the agendas, minutes, and attendance sheets for all public meetings, survey results from countywide survey, draft Public Input section of the Water Trail Plan, and complete list of project recommendations digitized and included in ArcGIS.</p>	<p>July 2023 Thru October 2023</p>
<p>Task 6: Draft Water Trail Plan.</p>	

<p>Description: The Contractor under the guidance of the steering committee, must complete all remaining sections of the Water Trail Plan including the Project Recommendations section.</p> <p>Contractor must complete the following steps:</p> <ol style="list-style-type: none"> 1. Incorporate the Summary document developed in Task 1 into a user-friendly format as part of the Master Plan. 2. Complete the Project Recommendations section of the Master Plan with details and cost estimates for each site and each recommended project, prioritize projects based on costs and other known challenges and strengths, and illustrate how projects line up with the visions and goals identified by the Steering Committee. 3. Integrate information from the Steering Committee and information from the public input process into the Water Trail Plan throughout all sections. 4. Edit GIS data to show relevant data for the existing conditions and project recommendations for each site, and submit data to the DNR. 5. Compile all sections of the Water Trail Plan into a user-friendly format to be made available online. 6. Make informal presentations of draft Water Trail Plan to local government agencies and other interested parties. <p>Deliverables: Contractor must provide Water Trail Plan and updated GIS geodatabase.</p>	<p>February 2023 Thru December 2023</p>
<p>Task 7: Coordinate the execution of sponsor agreement</p> <p>Description: Contractor must facilitate the execution of water trails sponsor agreements between the DNR and each jurisdiction responsible for river access areas identified in the Water Trails Master Plan.</p> <p>Contractor must complete the following steps:</p> <ol style="list-style-type: none"> 1. Meet with City and County staff to review general responsibilities of the water trail sponsors and DNR water trails staff. 2. Identify the length of time each jurisdiction will remove sediment after high water events, mow and remove trash, and maintain the restrooms (if applicable) at each river access area. 3. Identify responsibilities for all signage including bridge signs, road and access signs, and hazard warning signs. 4. Ensure water trails sponsor agreements are approved by the governing bodies of each jurisdiction. <p>Deliverable: Contractor must submit executed Memorandum of Agreement with signatures from all jurisdictions involved to the DNR.</p>	<p>September 2023 Thru December 2023</p>

SECTION 5	RESERVED
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SECTION 6	EVALUATION AND SELECTION
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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. The Technical Proposals will then be evaluated and scored on the Scored Technical Specifications described in Section 4.

Evaluation Criteria. Evaluation of proposals will be based on the following criteria, which are not listed in any particular order of importance. Criterion: (Possible 150 Points). Respondents scoring below **75 total points** from technical proposal evaluation criteria 6.3.2, 6.3.3, 6.3.4, 6.3.5, and 6.6.6 (Possible 100 Points) 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. (50 Points)

6.3.2 Respondent's professional experience, performance record, and letter(s) of reference. (15 Points)

6.3.3 Compliance and thoroughness of Respondent's response to RFP Technical Proposal. (10 Points)

6.3.4 The capacity of the Respondent and Project Team to complete responsibilities described in the Statement of Work. (25 Points)

6.3.5 Respondent's work plan to complete responsibilities described in the Statement of Work. (25 Points)

6.3.6 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. (25 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: $\frac{\$35,000}{\$35,000} = \text{receives 100\% of available points on cost.}$

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

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

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 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 Environmental Protection Commission, if such approval is required.

7.3 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.

Attachment # 1
Certification Letter

Alterations to this document are prohibited, see section 2.14.14.

July 20, 2021

Philip Payton, Issuing Officer
DNR
502 E 9th Street
Des Moines, Iowa 50319

Re: 23CRDLWBJWENC-0001 - 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 23CRDLWBJWENC-0001 for Upper North Raccoon River Water Trail Planning 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.

July 20, 2022

Philip Payton, Issuing Officer
DNR
502 E 9th Street
Des Moines, Iowa 50319

Re: 23CRDLWBJWENC-0001 - 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 RFP Number 22CRDLWBJWENC-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 #4
Response Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
3. One (1) Copy of the Technical Proposal and one (1) of the Cost Proposal using Attachment #5 and labeled using Attachment #6			
3. One (1) Public Copy with Confidential Information Excised			
3. Transmittal Letter			
3. Specifications			
3. Respondent Background Information			
3. Experience			
3. Personnel			
3. Terminations			
3. Acceptance of Terms and Conditions			
3. Attachment #1 Certification Letter			
3. Attachment #2 Authorization to Release Information			
3. Firm Proposal Terms			
5. Mandatory Specifications			
5. Scored Technical Specifications			
Attachment #3 Form 22 – Request for Confidentiality			
Respondent's Actual Work Example			

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 23CRDLWBJWENC-0001

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.

Task	Time Frame	Total Costs
Task 1: Initiate Water Trail Plan	September 2022 through August 2023	\$ _____
Task 2: Organize Steering Committee	September 2022 through September 2023	\$ _____
Task 3: Ongoing Engagement	September 2022 through November 2023	\$ _____
Task 4: Draft Existing Conditions Report	February 2023 through June 2023	\$ _____
Task 5: Gather Public Input	July 2023 through October 2023	\$ _____
Task 6: Draft Water Trail Plan	February 2023 through December 2023	\$ _____
Task 7: Facilitate the Execution of Sponsor Agreement	September 2023 through December 2023	\$ _____
	Grand Total:	\$ _____

Signature: _____ Date: _____

Printed Name and Title: _____

Name of Contractor Organization: _____

Address: _____

Phone: _____ Email: _____

Attachment #6 Sealed Proposal Labeling

23CRDLWBJWENC-0001 SEALED BID – TECHNICAL PROPOSAL

Upper North Raccoon River Water Trails Planning

Iowa Department of Natural Resources
Philip Payton, DNR Procurement Officer
502 E. 9th Street
Des Moines, IA 50309

23CRDLWBJWENC-0001 SEALED BID – TECHNICAL PROPOSAL – USB FLASH DRIVE

Upper North Raccoon River Water Trails Planning

Iowa Department of Natural Resources
Philip Payton, DNR Procurement Officer
502 E. 9th Street
Des Moines, IA 50309

23CRDLWBJWENC-0001 SEALED BID – COST PROPOSAL

Upper North Raccoon River Water Trails Planning

Iowa Department of Natural Resources
Philip Payton, DNR Procurement Officer
502 E. 9th Street
Des Moines, IA 50309
