

## REQUEST FOR BIDS - RFB COVER SHEET

Department of Natural Resources (DNR)

<b>TITLE OF RFB:</b>	Inland Waters Underused Fish Removal Operations	<b>RFB #:</b> 24CRDFBGSCO-100	
<b>DNR seeks to purchase:</b>	Sealed bids from qualified Contractors to remove Underused Fish Species from State of Iowa inland public waters.		
<b>Number of mos. or yrs. of the initial term of the Contract:</b>	12 months	<b>Number of possible annual extensions:</b>	2 years
<b>Anticipated Date for Initial Contract term beginning:</b>	September 1, 2023	<b>Anticipated Ending Date:</b>	August 31, 2024
<b>Issuing Officer:</b>			
<b>Name:</b> Philip Payton			
<b>Office Address:</b> Iowa Department of Natural Resources Wallace Building 4 <sup>th</sup> Floor 502 East 9 <sup>th</sup> St. Des Moines, Iowa 50319			
<b>Phone:</b> 515-361-0743			
<b>e-mail:</b> philip.payton@dnr.iowa.gov			

PROCUREMENT TIMETABLE—Event or Action:	Date/Time (Central Time):
DNR Issues RFB	7/6/2023
Emailed Written Questions, requests for clarification, and suggested changes from Bidders due	7/18/2023
DNR's written response to questions, requests for clarifications, and suggested changes	7/19/2023
<b>Emailed Bid to <a href="mailto:procurement@dnr.iowa.gov">procurement@dnr.iowa.gov</a> Due no later than 2:00 PM Central Time</b> <b>The DNR will open Bids 2:30 PM Central Time on July 20, 2023 via Teleconference number 1 502-791-5564 PIN: 130 093 468#</b>	7/20/2023
Anticipated Date to issue Notice of Intent to Award	7/24/2023
Anticipated Date to complete Contract negotiations	8/20/2023

Relevant Websites:	Web-address:
Internet website where Addenda to this RFB will be posted:	<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>
Internet website where Notice of Intent to Award may be posted:	<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>
Internet website where Contract terms and conditions are posted:	<a href="http://www.iowadnr.gov/About-DNR/RFP-Bid-Lettings">http://www.iowadnr.gov/About-DNR/RFP-Bid-Lettings</a> "DNR Standard Contract Conditions" and "DAS General Conditions (effective May 1, 2016)"

Number of Copies of Bid Required to be Submitted:	1
Bid Guarantee, if any:	None
Firm Bid Proposal Terms: The minimum Number of Days following the deadline for submitting bid proposals that the Bidder guarantees all bid proposal terms, including price, will remain firm:	60 Days

**BIDDERS ARE CAUTIONED TO FOLLOW ALL DIRECTIONS  
IN THIS RFB OR RISK DISQUALIFICATION**

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## SECTION 1 - INTRODUCTION

### 1.1 Bidder Instructions

Bidder is to download this document and save to computer. Once saved, type in responses to the required sections and save again. As an option, the Bidder may print and write in responses.

### 1.2 Purpose

The purpose of this Request for Bids (RFB) is to solicit bids from qualified providers to provide the services identified on the RFB cover sheet and described further in this RFB to the DNR. The DNR intends to award a Contract(s) beginning and ending on the dates listed in RFB cover sheet, and the DNR may extend the Contract(s) for up to the number of annual extensions identified in the RFB cover sheet at the sole discretion of the DNR. Any Contract(s) resulting from the RFB shall not be an exclusive Contract.

### 1.3 Request for Bid (RFB) Definitions

**Definitions** – For the purposes of this RFB and the resulting Contract, the following terms shall mean:

**“DNR”** means the Iowa Department of Natural Resources Agency identified in this solicitation that is issuing the RFB.

**“Alternative Bid”** means a response to a bid that does not meet the exact requirements of the specification but offers an alternative for consideration. An alternative bid is submitted with an intentional variation to a provision, specification, term or condition of the solicitation. This alternative, in the opinion of the bidder, achieves the same end result. Alternative bids may be rejected as non-responsive.

**“Bid”** means the Bidder’s bid submitted in response to the RFB.

**“Bidder”** means a Contractor or Vendor submitting a bid in response to this RFB.

**“Contract”** means the Contract(s) entered into with the successful Bidder(s).

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

**“Responsive Bid”** means a Bid that complies with each of the provisions of this RFB, or is either an alternative bid or a bid with an exception, if accepted by the DNR.

**“RFB”** means this Request for Bids and any addenda hereto.

**“Underused Fish Species”** means any carp species, any buffalo species, freshwater drum, and gizzard shad.

**“Fish Removal Operation”** means a complete seine haul using a fishing net called a bag seine, that hangs vertically in the water with its bottom edge held down by weights and its top edge buoyed by floats. A complete seine haul is considered an approved seine length fully extended and sweeping its maximum area.

### 1.4 Contract Term

The term of the Contract will begin once a fully executed Contract has been received.

### 1.5 Background Information

This RFB is designed to provide Bidders with the information necessary for the preparation of competitive Bids. The RFB 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 Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

Under the authority of Iowa Code Chapter 482 and Iowa Administrative Code 82, the DNR is seeking to remove aquatic species that are an underused renewable resource or have a detrimental effect on other aquatic populations from the waters of the state known as:

Blackhawk Lake (Sac County)

Blue Lake (Monona County)

Browns Lake (Woodbury County)

George Wyth/Cedar River (Black Hawk County)

Iowa (Emmet County)

North & South Twin (Calhoun County)

Upper and Middle Sabula lakes (Jackson County)

The DNR seeks sealed bids from qualified Contractors for removal of Underused Fish Species from these waters of the state. These contracts shall be awarded to the firm or individual whose bid is believed to be the most advantageous to the state. Bids may be rejected if they do not appear to be reasonable or if there is reason to believe that the firm or individual is not sufficiently qualified to accomplish the desired work.

## SECTION 2 – ADMINISTRATIVE INFORMATION

### 2.1 Issuing Officer

The Issuing Officer identified in this solicitation is the sole point of contact regarding the RFB from the date of issuance until selection of the successful Bidder.

### 2.2 Restriction on Communication

From the issue date of this RFB until announcement of the successful Bidder, Bidders may contact only the Issuing Officer. The Issuing Officer will respond only to electronic questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted as provided in this solicitation. Oral questions related to the interpretation of this RFB will not be accepted. Bidders may be disqualified if they contact any State employee other than the Issuing Officer about the RFB except that Bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

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 RFB through an addendum.

### 2.3 Amendment to the RFB

The DNR reserves the right to amend the RFB at any time using an addendum. The Bidder shall acknowledge receipt of all addenda in its Bid.

It is the Bidder's sole responsibility to check daily for addenda to posted documents.

### 2.4 Bid Amendment and/or Withdrawal

The Bidder may amend or withdraw and resubmit its Bid at any time before the Bids are due. The amendment must be submitted and received by the time set for the receipt of Bids.

### 2.5 Submission of Bids

The DNR is requiring each Contractor to **EMAIL** its Bid to [procurement@dnr.iowa.gov](mailto:procurement@dnr.iowa.gov) so that it is received by the Issuing Officer no later **July 20, 2023 at 2:00 PM Central Time**. **The Contractor must ensure the subject line of the email includes the RFB number as identified in the solicitation document. This is a mandatory specification and will not be waived by the DNR.** Any Bid received after this deadline will be rejected. It is the Contractor's responsibility to ensure that the Bid is received prior to the deadline. Contractors must furnish all information necessary to evaluate the Bid. Bids that fail to meet the mandatory requirements of the RFB will be disqualified. Verbal information provided by the Contractor will not be considered part of the Contractor's Bid unless it is reduced to writing.

### 2.6 Bid Opening

The DNR will open Bids **on July 20, 2023 at 2:30 PM via Teleconference number 1 502-791-5564 PIN: 130 093 468#**. The names of Bidders who submitted timely Bids will be publicly available after the Bid opening. See Iowa Code Section 72.3. The announcement of Bidders who timely submitted Bids does not mean that an individual Bid has been deemed technically compliant or accepted for evaluation.

### 2.7 Costs of Preparing the Bid

The costs of preparation and delivery of the Bid are solely the responsibility of the Bidder.

### 2.8 Rejection of Bids

The DNR reserves the right to reject any or all Bids, in whole and in part, received in response to this RFB at any time prior to the execution of a written Contract. Issuance of this RFB in no way constitutes a commitment by the DNR to award a Contract. This RFB is designed to provide Bidders with the information necessary to prepare a competitive Bid. This RFB process is for the DNR's benefit and is intended to provide the DNR with competitive information to assist in the selection of a Bidder to provide goods and/or services. It is not intended to be

comprehensive and each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

## **2.9 Disqualification**

The DNR will reject outright and will not evaluate Bids if the Bidder fails to deliver the Bid by the due date and time. The DNR may reject outright and may not evaluate Bids for any one of the following reasons:

- The Bidder acknowledges that a requirement of the RFB cannot be met.
- The Bidder's Bid materially changes a requirement of the RFB or the Bid is not compliant with the requirements of the RFB.
- The Bidder's Bid limits the rights of the DNR.
- The Bidder fails to include information necessary to substantiate that it will be able to meet a requirement of the RFB.
- The Bidder fails to timely respond to the DNR's request for information, documents, or references.
- The Bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- The Bidder presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of the RFB.
- The Bidder initiates unauthorized contact regarding the RFB with state employees.
- The Bidder provides misleading or inaccurate responses.
- The Bidder's Bid is materially unbalanced.
- There is insufficient evidence (including evidence submitted by the Bidder and evidence obtained by the DNR from other sources) to satisfy the DNR that the Bidder is properly responsive and responsible to satisfy the requirements of the RFB.
- The Bidder alters the language in Certification Letter or Authorization to Release Information Letter.
- The Bidder has been convicted of a fish or game violation in the last 24 months.
- The Bidder has defaulted or had a similar contract terminated for cause in the last 24 months.

## **2.10 Nonmaterial Variances**

The DNR reserves the right to waive or permit cure of nonmaterial variances in the Bid if, in the judgment of the DNR, it is in the DNR's 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 Bidders, that do not change the meaning or scope of the RFB, or that do not reflect a material change in the requirements of the RFB. In the event the DNR waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Bidder from full compliance with RFB specifications or other Contract requirements if the Bidder is awarded the Contract. The determination of materiality is in the sole discretion of the DNR.

## **2.11 Reference Checks**

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

## **2.12 Information from Other Sources**

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

## **2.13 Verification of Bid Contents**

The content of a Bid submitted by a Bidder is subject to verification. If the DNR in its sole discretion determines that the content is in any way misleading or inaccurate, the Bidder may be disqualified.

## **2.14 Bid Clarification Process**

The DNR reserves the right to contact a Bidder after the submission of Bids for the purpose of clarifying a Bid to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Bidder has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Bidder's Bid. The DNR will not consider information received if the information materially alters the content of the Bid or alters the type of goods and/or services the Bidder is offering to the DNR. An individual authorized to legally bind the Bidder shall sign responses to any request for clarification. Responses shall 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 Bid as non-compliant.

#### **2.15 Disposition of Bids**

All Bids become the property of the DNR and shall not be returned to the Bidder at the conclusion of the selection process, the contents of all Bids will be part of the public record and be available for inspection by interested parties except for information for which Bidder properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22*, other applicable law below.

#### **2.16 Public Records and Requests for Confidential Treatment**

The DNR's release of public records is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Bid. 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 Bidder as non-confidential records unless Bidder requests specific parts of the Bid 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.**

#### **2.17 Copyrights**

By submitting a Bid, the Bidder agrees that the DNR may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. The Bidder consents to such copying by submitting a Bid and warrants that such copying 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 Bids.

#### **2.18 Release of Claims**

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

#### **2.19 Bidder Presentations**

At the sole discretion of the State, Bidders may be required to make a presentation of the Bid. The presentation may occur at the DNR's offices or at the offices of the Bidder. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the DNR. The presentation may include slides, graphics and other media selected by the Bidder to illustrate the Bidder's Bid. The presentation shall not materially change the information contained in the Bid.

#### **2.20 Evaluation of Bids Submitted**

Bids that are timely submitted and are not subject to disqualification will be reviewed in accordance with the RFB.

#### **2.21 Preference**

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.

#### **2.22 Determination of Responsible Bidder & Responsive Bid**

All Bids will be first evaluated to determine if they comply with the bid requirements (i.e. to determine if the Bidder is a Responsible Bidder submitting a Responsive Bid). To be deemed a Responsible Bidder and a Responsive Bid, the Bid must comply with the bid format instructions and answer "Yes" to all parts and include information demonstrating the Bidder will be able to comply with the bid requirements.

### **2.23 Evaluation Criteria**

The DNR will evaluate the Responsive Bids submitted by Responsible Bidders to determine the bids that are most advantageous to the state and will award the Contract(s) to the Bidder(s) submitting the most advantageous bid(s) to the state.

### **2.24 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Bidders submitting a timely Bid. Negotiation and execution of the Contract(s) shall be completed no later than ninety (90) days from the date of the Notice of Intent to Award. If the apparent successful Bidder 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 Bidder the DNR believes is most advantageous to the state.

### **2.25 Definition of Contract**

The full execution of a written Contract shall constitute the making of a Contract for services requested by the RFB and no Bidder shall acquire any legal or equitable rights relative to the Contract for services until the Contract has been fully executed by the successful Bidder and the DNR.

### **2.26 Choice of Law and Forum**

This RFB and the Contract are to be governed by the laws of the state of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFB shall 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. Bidders are responsible to determine the applicability of Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code Section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

### **2.28 Unit Price**

If a discrepancy between the unit price and the item total exists, the unit price prevails.

### **2.29 Price Adjustments to Term Contract(s)**

Bid prices shall remain firm for the initial term of the Contract. Price adjustments may be taken into consideration during the Contract renewal process. The State reserves the right to accept or reject any proposed price(s) changes.

### **2.30 Questions and Requests for Clarification**

Bidders are invited to email written questions and requests for clarifications regarding the RFB. **The questions and requests for clarifications must be received by the Issuing Officer on or before July 18, 2023.** Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.



## SECTION 3 – SPECIFICATIONS

All items listed in this Section are Bid Requirements. A successful Bidder must be able to satisfy all these requirements to be deemed a Responsible Bidder.

### 3.1 GENERAL REQUIREMENTS

- 3.1.1** The Bidder shall not conduct any fish removal operations if water temperature exceeds 70° F in the fishing area except on Upper/Middle Sabula (Jackson County) lakes. There are no temperature restrictions on Upper/Middle Sabula lakes within the contract period.
- 3.1.2** The Bidder shall only conduct fish removal operations the from September 5, 2023 (the Tuesday after Labor Day) through May 23, 2024 (the Thursday before Memorial Day) unless express written permission is provided by DNR. Permission may only be granted by DNR at its sole discretion and only if water temperatures are favorable. This does not apply to Upper/Middle Sabula (Jackson County) lakes. There are no date or temperature restrictions on Upper/Middle Sabula lakes within the contract period.
- 3.1.2** The Bidder shall use only approved bag seines having a webbing mesh of not less than two and one-half (2 1/2) inches bar measure, provided that no mesh measuring more than one and one-half (1 1/2) inches nor less than one (1) inch bar measure shall be contained in the center or bag portion of the seine. On George Wyth Lake/Cedar River (Black Hawk County), Blue Lake (Monona County), Browns Lake (Woodbury County), and Upper and Middle Sabula lakes (Jackson County) the Bidder can also use:
- Gill nets and trammel nets of unlimited length with mesh of webbing not less than three (3.5) inches bar measure. During open water on George Wyth Lake/Cedar River (Black Hawk County), Blue Lake (Monona County) and Browns Lake (Woodbury County), trammel and gill nets must be constantly attended. During open water on Upper/Middle Sabula lakes (Jackson County), trammel nets and gillnets must be lifted and emptied of catch at least once every 24 hours. During ice cover conditions on all lakes, trammel nets and gillnets must be lifted and emptied of catch every 96 hours.
  - Hoop nets with a functional escape hole having a minimum diameter in all directions of 5 inches; the escape hole shall be located in the last hoop to the tail-line.
- 3.1.3** The Bidder shall conduct a minimum of two (2) fish removal operations at each contracted lake for each contracted year unless express written permission by the DNR agreeing to reduce is obtained. The contracted price will not change in the event the DNR agrees to reduce the number of fish removal operations. When using gillnets, trammel nets, or hoop nets on George Wyth Lake/Cedar River (Black Hawk County), Blue Lake (Monona County), Browns Lake (Woodbury County), and Upper and Middle Sabula lakes (Jackson County) the minimum required effort shall be at least two full days of fishing effort.

- 3.1.4** The Bidder shall remove all captured Underused Fish Species (defined in Section 1.3) and dispose of them through commercial sale, in an approved landfill, or in another DNR approved manner with express written permission by the DNR.
- 3.1.5** The Bidder shall not return any dead captured fish to any waters of the state.
- 3.1.6** The Bidder shall make earnest effort to not harm aquatic species other than Underused Fish Species to be removed. The Bidder shall return all alive and unharmed fish that are not specifically requested in this RFB to be removed.
- 3.1.7** The Bidder shall provide the DNR a documented detailed summary of each fish removal operation within 14 days of the fish removal operation on a form to be provided by the DNR.
- 3.1.8** The DNR reserves the right to be present, observe, and stop any fish removal operations that are outside the scope of this RFB or determined to be detrimental to the aquatic environment.
- 3.1.9** Iowa law prohibits the transport of Aquatic Invasive Species (AIS). The Bidder shall comply with the following restrictions:
- Nets from known infested waters may not be used in uninfested waters. A second set of nets is required. A second net pen is also required if one was used in a known infested waterbody. Infested waterbodies are listed in the AIS section of the current year's fishing regulations booklet and on the DNR website at: <https://www.iowadnr.gov/Fishing/About-Fishing-in-Iowa/Fighting-Invasive-Species>
  - Infested waterbodies should be fished last in the season.
  - One waterbody should be fished until fishing is complete for that waterbody. Do not relocate from one waterbody to another in the same day unless a second set of equipment and nets are available.
  - When relocating between un-infested waterbodies, nets must be stretched out and allowed to dry for 5 days or be washed with 140-degree water for 5 minutes before fishing a new waterbody.
  - Inspect boat hulls, propellers, trailers, nets, and other equipment and remove all aquatic plants and animals before leaving a waterbody.
  - Boats, trailers, bilges, live wells, coolers, buckets, containers, pumps, and motors should be drained of water before leaving a waterbody and must be cleaned or allowed to dry completely (minimum of 5 days) before using in another water body. Cleaning shall include: washing boats (inside and out) with hot water (105-110 degrees F for 30 minutes or 140 degrees F for 5 minutes); outboard motors must be flushed with bleach or allowed to drain out for 5 days in the down position; and all other equipment that holds water should go through one of the same processes.
  - Holding ponds separate from the waterbody being fished may not be used to keep live fish. Holding pens within the waterbody being fished are allowed.
  - Fish must not be transported in a live tank with water from a known infested waterbody. An alternative water source known not to be infested with AIS shall be used when transporting harvested fish.
  - The local fisheries management biologist must be given a 48-hour notice of your arrival at each waterbody. A meeting with fisheries staff may be required before fishing can begin. All DNR staff have the right to inspect all equipment and ensure the steps above have been completed prior to fishing.

## **3.2 BIDDER REQUIREMENTS**

- 3.2.1** The Bidder shall have a minimum of 5 years' experience successfully removing fish from inland lakes using large bag seines for Local, State or Federal agencies.

- 3.2.2** The Bidder is required to possess a valid Iowa Commercial Fishing License. All bidders must be eligible to purchase a valid Iowa Commercial Fishing License at time of bid.
- 3.2.3** The Bidders shall provide the appropriate qualified staff ensuring all fish removal operations meet current Local, State, and Federal rules and guidelines.
- 3.2.4** The Bidder shall have all subcontractors approved by the DNR prior to any fish removal operations. All subcontractors shall be subject to all terms and conditions set forth in this RFB. If the Bidder is not present during a fish removal operation, an approved subcontractor with a valid Iowa Commercial Fishing License must be present.

## SECTION 4 - FORM OF BID

**Instructions** – Bidder is to complete the following. Fill out items with blanks. Indicate “yes” or “no” on items requesting agreement. If a “no” response is indicated, exception must be noted on Attachment 3.

### 4.1 Bidder Information

Business Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Business State of Residence: \_\_\_\_\_

Bidder Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

### 4.2 Contract Terms and Conditions

The Contract(s) that the DNR expects to award as a result of this solicitation will be based upon the final Bid submitted by the successful Bidder and the solicitation. The Contract between the DNR and the successful Bidder shall be a combination of the specifications, terms and conditions of the solicitation, the Contract terms and conditions in this solicitation, the offer of the Bidder contained in the final Bid submitted by the Bidder, written clarifications or changes made in accordance with the provisions of the solicitation, and any other terms deemed necessary by the DNR, except that no objection or amendment by a Bidder to the provisions or terms and conditions of the solicitation shall be incorporated into the Contract unless the DNR has explicitly accepted the Bidder’s objection or amendment in writing. The Contract terms and conditions contained in this solicitation will be incorporated into the Contract.

The Contract terms and conditions may be supplemented at the time of Contract execution and are provided to enable Bidders to better evaluate the costs associated with the solicitation requirements and the Contract. Bidders should plan on the Contract terms and conditions contained in this solicitation being included in any Contract awarded as a result of this solicitation. All costs associated with complying with these requirements should be included in any pricing quoted by the Bidder. By submitting a Bid, each Bidder acknowledges its acceptance of the solicitation terms and conditions without change except as otherwise expressly stated in Attachment 3. If a Bidder takes exception to a provision, it must state the reason for the exception and the specific Contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the solicitation may be deemed non-responsive by the DNR, in its sole discretion, resulting in possible disqualification of the Bid. The DNR reserves the right to either award a Contract(s) without further negotiation with the successful Bidder or to negotiate Contract terms with the selected Bidder if the best interests of the DNR would be served.

**Bidder has read and agrees to this section:**      Yes  No

### 4.3 Terms and Conditions

The parties agree to comply with the terms and conditions in this solicitation which are by this reference made a part of the Agreement.

**Bidder has read and agrees to this section:** Yes  No

#### 4.4 Specifications

Bidder is able to provide and performed as specified in Section 3. By indicating “yes”, a Bidder agrees that it shall comply with that requirement throughout the full term of the resulting Contract, if the Bidder is successful. In addition, for specific requirements, the Bidder shall provide, if requested, specific references and/or supportive information to verify the Bidder’s compliance with the requirement. Failure to provide this information may cause the Bid to be deemed non-responsive and therefore rejected. The DNR reserves the right to determine whether the supportive information submitted by the Bidder demonstrates the Bidder will be able to comply with the Bid Requirements. If the DNR determines the supportive information does not demonstrate the Bidder will be able to comply with the Bid Requirements, the DNR may disqualify the Bid.

**Bidder has read and agrees to this section:** Yes  No

#### 4.5 Bidder Experience

The Bidder must provide the following information regarding its experience:

Bidder’s number of years in business \_\_\_\_\_

Bidder’s number of years of experience with providing fish removal operations (using large bag seines) from public inland lakes for local, state, and federal agencies sought by the solicitation \_\_\_\_\_

#### 4.6 Bidder Qualifications

The Bidder must attach with the Bid their documented procedures for handling game fish meeting the State of Iowa rules and guidelines.

**Bidder has read and agrees to this section:** Yes  No

#### 4.7 Bidder Qualifications

The Bidder must attach with the Bid their documented procedures for preventing the transport of aquatic invasive species meeting the State of Iowa rules and guidelines during fish removal operations.

**Bidder has read and agrees to this section:** Yes  No

#### 4.8 Terminations, Litigation, Debarment

The Bidder must provide the following information:

- During the last five (5) years, has the Bidder had a Contract for goods and/or services terminated for any reason? If so, provide full details related to the termination.
- During the last five (5) years, describe any damages or penalties or settlements to resolve disputes entered into by Bidder under any of its existing or past Contracts as it relates to goods and/or services performed that are similar to the goods and/or services contemplated by this RFB. If so, indicate the reason for the penalty or exchange of property, goods, or services and the estimated amount of the cost of that incident to the Bidder.
- During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.
- During the last five (5) years, list and summarize all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party.
- The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid or termination of any subsequent Contract.



**4.11 Silence of Specification**

The apparent silence of these specifications as to any details or the omission from it of a detail description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail, and that only materials and/or workmanship of finest quality shall be used.

**Bidder has read and agrees to this section:** Yes  No

**4.12 Criminal History and Background Information**

The Bidder hereby explicitly authorizes the DNR to conduct criminal history and/or other background investigation(s) of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for the performance of the Contract.

**Bidder has read and agrees to this section:** Yes  No

**4.13 Insurance**

The Contract will require the successful Bidder to maintain insurance coverage(s) in accordance with the contractual provisions. Bidder shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the DNR, insurance covering its work of the type and in amounts required by this Contract. Bidder’s insurance shall, among other things, insure against any loss or damage resulting from or related to Bidder’s performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of the DNR; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled, reduced or changed without the DNR’s prior written consent. The State of Iowa and DNR shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: “It is hereby agreed and understood that the State of Iowa and the DNR are named as additional insured, and that the coverage afforded to the State of Iowa and the DNR under this policy shall be primary insurance. If the State of Iowa or the DNR have other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer’s liability under this policy shall not be reduced by the existence of such other insurance.” Unless otherwise requested by the DNR, Bidder shall cause to be issued insurance policies with the coverages set forth below:

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
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

**4.13.1 Certificates of Coverage**

At the time of execution of this Contract, Bidder shall deliver to the DNR certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Bidder starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Bidder related to this Contract, certifying that the State of Iowa and the DNR are named as additional insureds on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the DNR. All certificates of insurance shall be subject to approval by the DNR. The Bidder shall simultaneously with the delivery of the certificates deliver to the DNR one duplicate original of each

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

**4.13.2 Waiver of Subrogation Rights**

Bidder shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the DNR or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the DNR. Filing of Claims In the event either the DNR or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Contract, the Bidder shall, at the DNR’s request, immediately file a proper claim under such policy. Bidder will provide the DNR with proof of filing of any such claim and keep the DNR fully informed about the status of the claim. In addition, Bidder agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the DNR and the State. Bidder shall pay to the DNR and the State any insurance proceeds or payments in receives in connection with any such claim immediately upon Bidder’s receipt of such proceeds or payments.

**4.13.3 Proceeds**

In the event the DNR or the State suffers a loss that may be covered under any of the insurance policies required, neither the Bidder nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the DNR and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Bidder hereby assigns to the DNR and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Contract.

**Bidder has read and agrees to this section:**      Yes  No

**4.14 Payment Terms**

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

**Bidder has read and agrees to this section:**      Yes  No

**4.15 Firm Contract Pricing**

Any Contract that results from this bid will have firm pricing for the initial term of the Contract.

**Bidder has read and agrees to this section:**      Yes  No

**4.16 Best and Final Offers**

The Issuing officer reserves the right to conduct discussions with Bidders for obtaining “best and final offers.” To obtain best and final offers from Bidders, the Issuing Officer may do one or more of the following: enter into pre-selection negotiations, including the use of oral presentations and request revised Bids.

**Bidder has read and agrees to this section:**      Yes  No



**4.17 Bid Amount**

The Bidder certifies that the specifications of the Contract for fish removal operations are thoroughly understood as stated in this Request for Bids. The undersigned agrees to provide all labor, materials and equipment necessary to carrying out of the Contract. The bidder understands it can Bid on one (1) lake or any combination of lakes. The Bidder understands the DNR shall award contracts of one (1) lake or any combination of lakes believed to be the most advantageous to the state. The Bidder understands its Bid is compensation paid to the DNR for conducting fish removal operations. The Bidder understands the minimum bid amount shall be at least \$1,000.

Area Lake(s) & County	Bid Amount
Blackhawk Lake (Sac County)	
Blue Lake (Monona County)	
Browns Lake (Woodbury County)	
George Wyth/Cedar River (Black Hawk County)	
Iowa (Emmet County)	
North & South Twin Lakes (Calhoun County)	
Upper and Middle Sabula Lakes (Jackson County)	
<b>Total Amount \$</b>	

Bidder understands they must be eligible to purchase valid Iowa Commercial Fishing License at time of bid.

**Bidder has read and agrees to this section:**      Yes  No

**Company:** \_\_\_\_\_

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

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

**Alterations to this document are prohibited.**

(Date) \_\_\_\_\_

Philip Payton, Issuing Officer  
Iowa Department of Natural Resources  
Wallace Building, 4<sup>th</sup> Floor  
502 East 9<sup>th</sup> Street  
Des Moines, IA 50319

Subject: Request for Bid - Bid Certifications

Issuing Officer:

I certify that the contents of the Bid submitted on behalf of \_\_\_\_\_ (**Name of Bidder**) in response to Iowa Department of DNR for **RFB 24CRDFBGSCO-100 for Inland Waters Underused Fish Removal Operations** are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

**Certification of Independence**

I certify that I am a representative of Bidder expressly authorized to make the following certifications on behalf of Bidder. By submitting a Bid in response to the RFB, I certify on behalf of the Bidder the following:

1. The Bid 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 Bid has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid 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 Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.
5. No relationship exists or will exist during the Contract period between Bidder and the DNR or any other State DNR that interferes with fair competition or constitutes a conflict of interest.

**Certification Regarding Debarment**

I certify that, to the best of my knowledge, neither Bidder 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 five year period preceding this Bid 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 Bid 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 Bidder 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**

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2013)* 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 Bidders 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 Bid in response to the (RFB), the Bidder certifies the following: (check the applicable box)

- Bidder is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
- Bidder 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)*.

Bidder also acknowledges that the DNR may declare the Bidder’s Bid or resulting Contract void if the above certification is false. The Bidder 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.**

(Date) \_\_\_\_\_

Philip Payton, Issuing Officer  
Iowa Department of Natural Resources  
Wallace Building, 4<sup>th</sup> Floor  
502 East 9<sup>th</sup> Street  
Des Moines, IA 50319

**Subject: Request for Bid – Authorization to Release Information- RFB 24CRDFBGSCHO-100 for Inland Waters Underused Fish Removal Operations**

Dear Issuing Officer:

**Bidder** hereby authorizes the Iowa Department of 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 Bidder in response to this Request for Bids (RFB).

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

The Bidder 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 Bidder in response to the RFB.

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

The Bidder 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 Bidder's Bid. The Bidder 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 Bidder that it may have or ever claim to have relating to information, data, opinions, and references supplied to the DNR in the evaluation and selection of a successful Bidder in response to RFB.

Sincerely,

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

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

**Attachment #3**  
**Exceptions Form**

Please list any and all exceptions to this RFB in this section. Include section and reason for exception: (Make additional pages if necessary)

<u>Section</u>	<u>Exception</u>
1. _____	_____

2. \_\_\_\_\_

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3. \_\_\_\_\_

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