



BOARD MEETING

November 9, 2011 - 5:30 p.m.

Polk County Administration Bldg.
111 Court Avenue
Room 120
Des Moines, Iowa

**REVISED
AGENDA**

AGENDA

The information identified on this agenda may be obtained in accessible formats by qualified persons with a disability. To receive information or to request an accommodation to participate in a meeting, hearing, service, program or activity conducted by this office, contact the Polk County Conservation Board Office, 11407 NW Jester Park Drive, Granger, 515-323-5300.

1) Opening Items

- a) Roll Call
- b) Action on the Minutes of the Previous Meeting(s)

2) Consent Agenda Items

Note: These are routine items and will be enacted by one roll call vote without separate discussion unless a Board Member, PCCB employee or member of the public requests an item be removed to be considered separately. Please notify a PCCB Member to have an item removed.

- a) **Action on Bill List:** approve the PCCB/Enterprise Fund October 2011 expenditures
- b) **Four Mile Creek Greenbelt, Land Donation - Deed Restrictions:** authorizes the Chair to sign the deed restrictions document related to the 5.96 acres of land located in Pleasant Hill adjacent to the Gay Lea Wilson Trail that was gifted from the Iowa Natural Heritage Foundation to the PCCB
- c) **Jester Park Equestrian Center, Trail Renovation Project:** directing staff to publish notice of hearing pursuant to Iowa Code 331.305, that a Public Hearing will be held on December 14, 2011 provided adequate time for notice is given or held on January 11, 2012 with adequate notice, at the Polk County Conservation Board meeting on the plans, specifications, cost estimate and form of contract for the Equestrian Trail Enhancement at Jester Park project
- d) **Equipment Purchase – Mower and Loader:** purchase of a John Deere CX 15 Flex-Wing Mower at a cost of \$16,153.83 and a John Deere 563 Loader at a cost of \$5,992.14 using funds derived from Natural Resources Conservation Service easements
- e) **Easter Lake Water Quality, Cooperative Agreement – IDNR/PCCB/City of DM:** authorizes the Chair to sign the Cooperative Agreement with the Iowa Department of Natural Resources and the City of Des Moines to hire a consultant to undertake the scope of work detailed in the contract documents relating to Easter Lake water quality.
- f) **Seasonal Employees:** approve the presented list of individuals for seasonal employment with Polk County Conservation.

3) Jester Park, Sale of Bison

4) Fort Des Moines Master Plan

5) Budget, FY2012-13 & 2013-14



BOARD MEETING

- 6) **Equipment Purchase: Brush Chipper**
- 7) **Polk County's Early Retirement Incentive Program**

PUBLIC COMMENTS
STAFF REPORTS
FINANCIAL REPORTS
DISCUSSION & REMARKS
ADJOURNMENT

1) Opening Items

a) Roll Call

b) Action on the Minutes of the Previous Meeting(s)

The Polk County Conservation Board met in regular session on October 12, 2011. Minutes for the meeting are attached.

2) Consent Agenda Items

a) Action on the Bill List

October 2011 expenditures have been e-mailed to the Board for review.

STAFF RECOMMENDATION: That the Board approve the PCCB/Enterprise Fund October 2011 expenditures.

b) Four Mile Creek Greenbelt, Land Donation, Deed Restrictions

The Iowa Natural Heritage Foundation (INHF) deeded the Jones Property (located in Pleasant Hill adjacent to the Gay Lea Wilson Trail) to Polk County and the PCCB accepted the property at the May 2011 Board meeting.

A condition of the gift from Colleen Jones was that the property remains undeveloped except for natural surface trails and a mini-shelter if chose to build one.

The INHF had meant to attach the restrictions to the original deed but neglected to do so. They have asked that we accept the restrictions to remedy their omission.

They have prepared a legal document for the PCCB Chair's signature.

STAFF RECOMMENDATION: That the Board authorizes the Chair to sign the deed restrictions document related to the 5.96 acres of land located in Pleasant Hill adjacent to the Gay Lea Wilson Trail that was gifted from the Iowa Natural Heritage Foundation to the PCCB.

c) Jester Park Equestrian Center, Trail Renovation Project

At the PCCB's November 2011 meeting the Board rejected all bids received for the equestrian trail enhancement at Jester Park project. Staff is in the process of rewriting the plans and specifications for this project and will be letting another Invitation to Bid.

With this in mind, the Board needs to approve the holding of a public hearing for this project.

STAFF RECOMMENDATION: That the Board approve directing staff to publish notice of hearing pursuant to Iowa Code 331.305, that a Public Hearing will be held on December 14, 2011 provided adequate time for notice is given or held on January 11, 2012 with adequate notice, at

the Polk County Conservation Board meeting on the plans, specifications, cost estimate and form of contract for the Equestrian Trail Enhancement at Jester Park project.

d) Equipment Purchases: Mower and Loader

Polk County Conservation has worked with the Natural Resources Conservation Service (NRCS) to establish a compatible use agreement that allows for additional management opportunities on Chichaqua Bottoms Greenbelt (CBG) land held under Wetland Reserve Program (WRP) easements. A stipulation in the NRCS agreement specifies that money derived from WRP easement lands be returned directly to the CBG project. Funds are currently available to cover the requested purchases.

Staff has replaced a John Deere 2355 tractor/loader with a new 5095M utility tractor. At the time, funding wasn't sufficient to allow the purchase of a tractor/loader combination. Staff believes this is an essential part of the machine and have researched loader options and found the necessary equipment.

Staff has also been looking to replace a 1997 batwing mower at CBG. This mower is essential to the operation and is necessary to mow fire breaks, access lanes, dog fields, planting sites, and woody control.

Both pieces of equipment have been found on the Iowa Dept. of Transportation Contract 4425.

John Deere CX 15 Flex-Wing Mower @ \$ 16,153.83
John Deere 563 Loader @ \$ 5,992.14

STAFF RECOMMENDATION: That the Board approve purchase of a John Deere CX 15 Flex-Wing Mower at a cost of \$16,153.83 and a John Deere 563 Loader at a cost of \$5,992.14 using funds derived from Natural Resources Conservation Service easements.

e) Easter Lake Water Quality, Cooperative Agreement – IDNR/PCCB/City of DM

Staff has been working with a technical advisory team and a steering committee to address the water quality problems that exist at Easter Lake. The project has progressed to the stage where it is necessary to retain a consulting firm to assist in developing a water quality plan for the lake and watershed.

The Iowa Dept. of Natural Resources (IDNR) is willing to be the lead agency and provide the bulk of the financing necessary to hire the consultant and produce the plan.

Polk County Conservation Board will provide \$10,000 (\$5,000 for two successive fiscal years) as our contribution towards the hiring of the consultant.

County legal staff has reviewed the contract language and found it acceptable.

STAFF RECOMMENDATION: That the Board authorizes the Chair to sign the Cooperative Agreement with the Iowa Department of Natural Resources and the City of Des Moines to hire a consultant to undertake the scope of work detailed in the contract documents relating to Easter Lake water quality.

f) Seasonal Employees

The following is a list of individual(s) hired for seasonal employment with Polk County Conservation. According to the PCCB's Bylaws their employment is to have Board approval.

<u>Hire date</u>	<u>Name</u>	<u>Position</u>	<u>Area</u>	<u>Hourly rate</u>
10/22011	Kelsey Smith	Stable Lbr 1	EC	\$9.25

STAFF RECOMMENDATION: That the Board approve the presented list of individual(s) for seasonal employment with Polk County Conservation.

3) Jester Park, Sale of Bison

An Invitation to Bid for the sale of a bull bison at Jester Park was advertised in the Des Moines Register. Bids were due November 9, 2011 by 10:00 a.m. Results will be presented at the meeting with a staff recommendation.

Mark Hurm, Park Advocacy Manager

4) Fort Des Moines Master Plan

An update on the Fort Des Moines Master Plan will be presented to Board Members at the meeting. Delivery of a draft of the plan has been delayed to the December 2011 meeting.

5) Budget Update, FY 2012-13 & FY 2013-14

Information will be presented at the meeting for the proposed FY2012-13 and FY2013-14 budgets. A hard copy of the proposed budgets will be distributed at the meeting and discussion will follow.

STAFF RECOMMENDATION: That the Board approve the submission of the proposed Fiscal Year 2012-2013 & 2013-2014 budget requests to the County Board of Supervisors for consideration, and that the Director is authorized, with discretion, to adjust the budget if required.

6) Equipment Purchase: Brush Chipper

Staff is working on gathering purchase information for the brush chipper. If information is gathered in time for the meeting, a staff recommendation may be presented.

7) Polk County's Early Retirement Incentive Program

Staff will give details at the meeting.

PROCEEDINGS OF THE POLK COUNTY CONSERVATION BOARD

The Polk County Conservation Board met in regular session on Wednesday, October 12, 2011. The meeting was called to order at 5:33 p.m.

#1a – Roll Call

Board Present: Levis, Smith, Hadden, Cataldo

Board Absent: McEnany (arrived at 5:34 p.m.)

#1b – Action on the Minutes of the Previous Meeting(s)

IT WAS MOVED BY HADDEN THAT THE POLK COUNTY CONSERVATION BOARD SHALL APPROVE THE SEPTEMBER 14, 2011 MEETING MINUTES AS WRITTEN. VOTE YEA: LEVIS, HADDEN, SMITH, CATALDO

McEnany arrived at this time 5:34 p.m.

#2 – Consent Agenda Item

IT WAS MOVED BY LEVIS THAT THE POLK COUNTY CONSERVATION BOARD APPROVE THE FOLLOWING CONSENT AGENDA ITEMS:

- A) PCCB/ENTERPRISE FUND SEPTEMBER 2011 EXPENDITURES;**
- B) THE PRESENTED LIST OF INDIVIDUALS FOR SEASONAL EMPLOYMENT WITH POLK COUNTY CONSERVATION;**
- C) THE PCCB PURCHASING POLICY EFFECTIVE NOVEMBER 1, 2011;**
- D) THE REVISED EMERGENCY MANAGEMENT POLICY;**
- E) REAPPOINTING DAVID GOLDMAN, LORI LAPORTE, ROBIN FORTNEY AND SCOTT SUMPTER TO A THIRD AND FINAL TERM AND APPOINT AARON PUTNAM TO AN INITIAL TERM OF THE TRAILS AND GREENWAYS ADVISORY COMMITTEE TO REPRESENT POLK COUNTY;**
- F) THE PRESENTED LIST OF PCCB ITEMS TO BE SOLD AT THE POLK COUNTY AUCTION ON OCTOBER 29, 2011 AT THE GREENFIELD AUCTION HOUSE;**
- G) AUTHORIZING THE PCCB CHAIR TO SIGN THE LEASE AGREEMENT WITH THE IOWA NATURAL HERITAGE FOUNDATION FOR THE FORMER UNION PACIFIC RAILROAD CORRIDOR LOCATED BETWEEN DES MOINES AND BONDURANT.**

VOTE YEA: SMITH, HADDEN, LEVIS, MCENANY, CATALDO

#3 – Public Hearing & Award of Bid: Equestrian Trail Enhancements at Jester Park

Chair Smith opened the public hearing on the proposed plans, specifications, cost estimate and form of contract for the Equestrian Trail Enhancement at Jester Park project.

As there were no public comments, Chair Smith closed the public hearing.

IT WAS MOVED BY HADDEN THAT THE POLK COUNTY CONSERVATION BOARD APPROVE REJECTING ALL BIDS RECEIVED FOR THE EQUESTRIAN TRAIL ENHANCEMENT AT JESTER PARK PROJECT.

VOTE YEA: HADDEN, CATALDO, LEVIS, SMITH, MCENANY

#4 – Fort Des Moines Master Plan

Director Parker gave a presentation to the Board on the conceptual master plan for Fort Des Moines Park and requested the Board to identify their priority items.

Information only.

#5 – Jester Park, Cabins Project Update

Parker reported that the estimated cost for three cabins came in considerably higher than initially planned; one large cabin and two small cabins. Staff hopes to reduce the costs.

Parker also reviewed estimated revenue for the cabins.

IT WAS MOVED BY MCENANY THAT THE POLK COUNTY CONSERVATION BOARD DIRECT STAFF TO MAKE A REQUEST TO THE POLK COUNTY BOARD OF SUPERVISORS TO ALLOW FOR AN ENTERPRISE FUND BE CREATED FOR CABINS AND REQUEST SEED DOLLARS FOR THE FUND.

VOTE YEA: MCENANY, CATALDO, LEVIS, SMITH, HADDEN

#6 – Budget Update FY 2012-13

Carol Ann Carlson, Accountant, distributed the timeline for the upcoming budget process for the FY 2012-13 budget and reviewed the information.

Information only.

#7 – Special Projects Request FY 2011-12

IT WAS MOVED BY LEVIS THAT THE POLK COUNTY CONSERVATION BOARD AUTHORIZE STAFF TO ADD THE PRESENTED ADDITIONAL PROJECTS TO THEIR LIST FOR IMPLEMENTATION IN FY 2011-12.

VOTE YEA: LEVIS, HADDEN, SMITH, CATALDO, MCENANY

#8 – Brush Chipper Replacement

IT WAS MOVED BY LEVIS THAT THE POLK COUNTY CONSERVATION BOARD APPROVE AUTHORIZING STAFF TO PURSUE THE PURCHASE OF A BRUSH CHIPPER UTILIZING FUNDS FROM THE ENTERPRISE OPERATION AND BRING BACK THE RECOMMENDATION TO PURCHASE AT A FUTURE BOARD MEETING. VOTE YEA: HADDEN, LEVIS, SMITH, CATALDO, MCENANY

PUBLIC COMMENTS

STAFF REPORTS

FINANCIAL REPORTS

DISCUSSION & REMARKS

- Revised package for Greater Des Moines Regional Trail System

ADJOURNMENT

The meeting was adjourned at 7:35 p.m.

Prepared by: Cindy Lentz

3. No surface or subsurface mining or removal of fill material.

These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until November 3, 2032. Prior to which time said covenants may be extended for successive 21 year periods by the Declarants, their heirs, successors and assigns, any person or persons owning adjoining land and/or the Iowa Natural Heritage Foundation by filing a claim in accordance with Section 614.24 and 614.25 of the Code of Iowa as amended.

If the owner or person in possession violates or attempts to violate any of the covenants or restrictions herein established before said restrictions or covenants it shall be lawful for the Declarants, their heirs, the Iowa Natural Heritage Foundation or any person or persons owning adjoining property to prosecute by any proceedings in law or in equity against the person or persons violating or attempting to violate such covenants or restrictions, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any one of these covenants by judgment or court order, shall, in no way affect any of the other provisions, which shall remain in full force and effect.

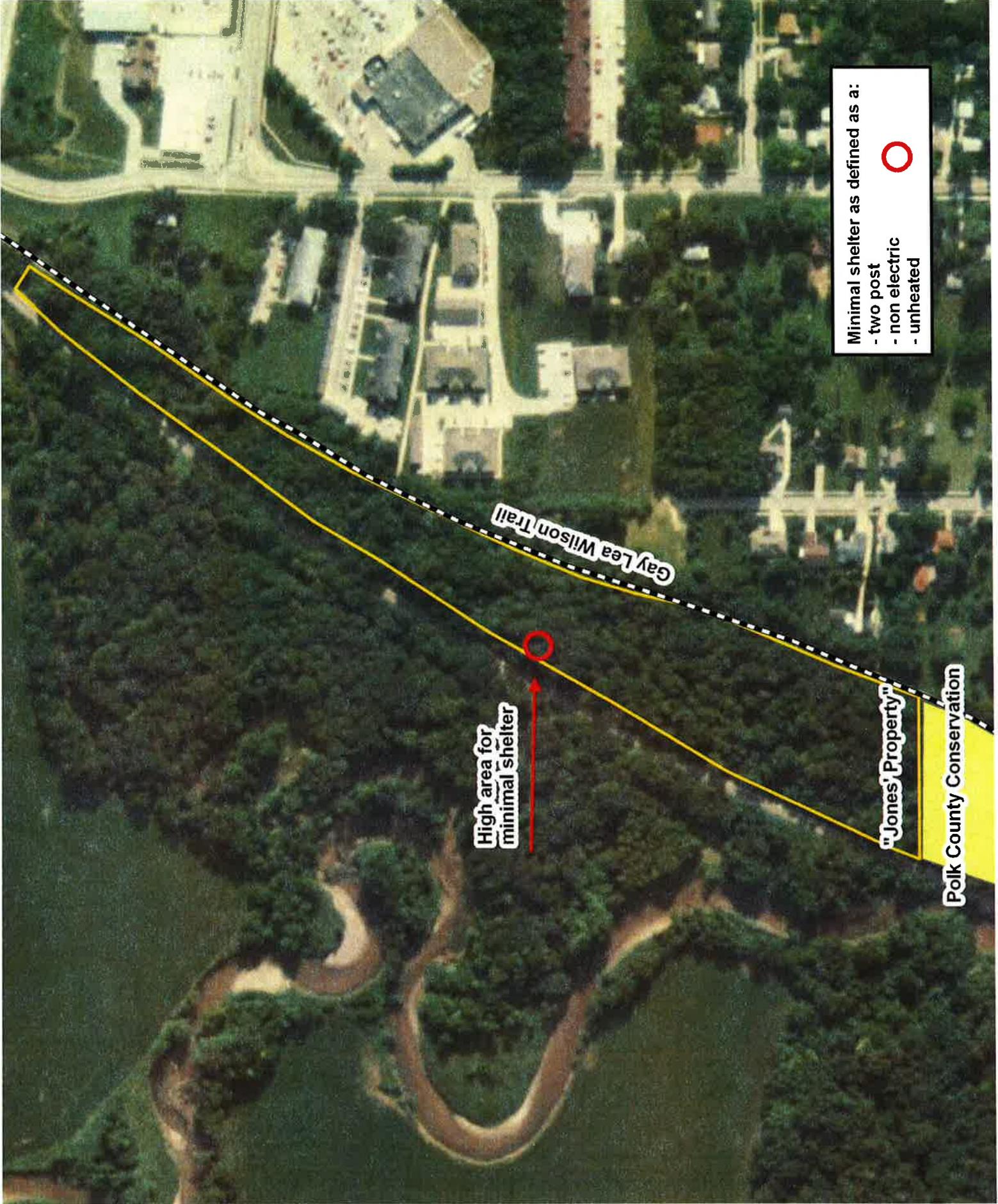
Dated this 3rd day of November, 2011

Mike Smith, Chair of Polk County Conservation Board

STATE OF IOWA COUNTY OF POLK

This instrument was acknowledged before me on _____,
by _____,
as _____,
of _____.

Notary Public



High area for minimal shelter

Gay Lea Wilson Trail

Jones Property
Polk County Conservation

Minimal shelter as defined as a:
- two post
- non electric
- unheated



**IOWA DEPARTMENT OF NATURAL RESOURCES
CONTRACT NUMBER CRD0HA538GAn120244**

Between

IOWA DEPARTMENT OF NATURAL RESOURCES

And

POLK COUNTY CONSERVATION BOARD

And

CITY OF DES MOINES

This Cooperative Agreement was approved by the Natural Resource Commission
on December 8, 2011.

IN WITNESS THEREOF, the parties hereto have entered into this Cooperative Agreement
on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: _____
Chuck Gipp, Deputy Director

Date: _____

POLK COUNTY CONSERVATION BOARD

By: _____
Mike Smith, Chair

Date: _____

CITY OF DES MOINES

By: _____
T.M. Franklin Cownie, Mayor

Date: _____

For DNR use only:				
Instructions: Retain the original contract in the project file and send a hardcopy with the first invoice.				
<input type="checkbox"/> This contract has been recorded in the DNR's central office database. _____initials				
<p>If the box above is not checked, follow the instructions below:</p> <p>1. Identify the appropriate division:</p> <table border="0"> <tr> <td><input type="checkbox"/> Conservation & Recreation</td> <td><input type="checkbox"/> Environmental Services</td> </tr> <tr> <td><input type="checkbox"/> Management Services</td> <td><input type="checkbox"/> Director's Office</td> </tr> </table> <p>Immediately upon obtaining all signatures, scan, fax to 515-281-8895, or mail a signed copy of the contract for entry into DNR's central office database. Mailing address: Wallace State Office Building, Attention: (your respective division coordinator), 502 East 9th Street, Des Moines, Iowa 50319.</p>	<input type="checkbox"/> Conservation & Recreation	<input type="checkbox"/> Environmental Services	<input type="checkbox"/> Management Services	<input type="checkbox"/> Director's Office
<input type="checkbox"/> Conservation & Recreation	<input type="checkbox"/> Environmental Services			
<input type="checkbox"/> Management Services	<input type="checkbox"/> Director's Office			

**COOPERATIVE AGREEMENT
SPECIAL CONDITIONS**

This Cooperative Agreement is entered into between the Iowa Department of Natural Resources (DNR), Polk County Conservation Board (Polk CCB) and the City of Des Moines (the City). The parties agree as follows:

Section 1 IDENTITY OF THE PARTIES

1.1 Parties. DNR is authorized to enter into this Contract. DNR's address is: 502 East 9th Street, Des Moines, Iowa 50319.

Polk CCB, a County agency, is organized under Chapter 350 of Iowa Code. The Contractor's address is: 11407 NW Jester Park Drive, Granger, 50109.

The City is organized under the laws of the State of Iowa and is registered with the Iowa Secretary of State. The Contractor's address is: 400 Robert D Ray Drive, Des Moines, Iowa 50309.

1.2 Project Managers. Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any contract modifications, as follows:

DNR Project Manager: George Antoniou, Lake Restoration Program
DNR, 502 E. 9th Street
Des Moines, Iowa, 50319-0034
Phone: 515-281-8042
Email: george.antoniou@dnr.iowa.gov

Polk CCB Project Manager: Dennis Parker, Director
11407 NW Jester Park Drive, Granger, 50109
Phone: 515-323-5355
Email: Dennis.Parker@polkcountyiowa.gov

City Project Manager: Mike Ludwig, Name of Other Party Project Manager
Title
Name of Other Party Project Manager Address
Phone: Name of Other Party Project Manager
Phone
Email: MGLudwig@dmgov.org

Section 2 STATEMENT OF PURPOSE

2.1 Statutory Authority. DNR enters into this Cooperative Agreement based on statutory authority provided in Iowa Code Chapter 28E (2009). Therefore, the parties shall comply with the provisions of Attachment 28E, which is attached to this Cooperative Agreement and by this reference made a part of this Cooperative Agreement.

2.2 Background. Water quality in Easter Lake is poor. The lake has shrunk from its original size in both surface area and volume – it's almost 48 acres smaller than when it was built and the lake volume is 24% less. Dirt and other sediment washing in from the watershed have filled the lake. Excess nutrients, specifically phosphorous have washed in too. The sediment and nutrients have resulted in frequent algae blooms and low water

clarity. Elevated bacteria levels in the lake have resulted in swimming advisories for Easter Lake. The lake also has some undesirable fish species (carp and shad) and has a stunted panfish population. Easter Lake is considered impaired by the Iowa DNR and EPA.

A community based planning approach will be used to help local residents and stakeholders develop a restoration plan for Easter Lake. This approach helps develop a common vision, identify and prioritize concerns and come up with appropriate steps to address problems.

2.3 Purpose. The DNR's, Polk CCB and the City's (Party Members) purpose in entering into this Cooperative Agreement is: to work in cooperation with the Technical Advisory Team and local Steering Committee for the purpose of developing a Water Quality Management Plan (WQ Plan); including retaining a consulting firm to assist in the process of developing the WQ Plan. The Party Members goal is to use the WQ Plan as a guidance document for future cooperative lake and watershed restoration and protection efforts at Easter Lake, Polk County, Iowa.

Section 3 DURATION OF COOPERATIVE AGREEMENT

3.1 Term of Cooperative Agreement. The term of this Cooperative Agreement shall be February 13, 2012 through February 13, 2015, unless terminated earlier in accordance with the Termination section of this Cooperative Agreement. However, this Cooperative Agreement shall not begin until it has been signed by both parties.

3.2 Approval of Cooperative Agreement. The amount of compensation to be paid by DNR according to the terms of this Cooperative Agreement is equal to or greater than \$25,000.00 and this Cooperative Agreement is entered into pursuant to Iowa Code chapter 28E; therefore, performance shall not commence unless by February 13, 2012 this Cooperative Agreement has been approved by the Natural Resource Commission. Since this Cooperative Agreement is entered into pursuant to Iowa Code chapter 28E, then this Cooperative Agreement shall be approved by the governing body of the Polk County Conservation Board and the City of Des Moines prior to commencement of performance.

Section 4 DEFINITIONS

"Deliverables" shall mean services to be provided by, or on behalf of, the Member Parties pursuant to this Cooperative Agreement. Deliverables shall include everything produced by the Member Parties that is related to the Tasks, such as reports, meetings, documentation, designs, copy, artwork, data, information, graphics, images, processes, techniques, materials, plans, papers, forms, studies, modifications, content, concepts, and all other tangible and intangible works, materials and property of every kind and nature that are related to the Deliverables.

"Task Milestone Date" shall mean a deadline for accomplishing a Task required by this Cooperative Agreement.

Section 5 STATEMENT OF WORK – RESPONSIBILITIES OF THE PARTIES

5.1 The responsibilities of **Member Parties** shall be to perform the following tasks by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
<p>Task 1: Request for Proposals (RFP) Description: DNR shall solicit proposals from Responsible Contractors to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of the RFP. The DNR intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and DNR, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet (RFP attached as Appendix I).</p>	<p>No later than January 1, 2012</p>
<p>Task 2: Funds Disbursement Description: DNR shall invoice Polk CCB and the City for the sole purpose of paying for expenses directly related to goods and/or services described in Section 4 of the RFP.</p>	<p>No later than March 13, 2013</p>

Section 6 MONITORING AND REVIEW

6.1 Task Milestone Dates. The parties agree to complete their respective obligations under this Cooperative Agreement by the Task Milestone Dates set out in Section 5.1.

Failure by either party to complete the above-designated portions of its obligations by the Task Milestone Dates set out herein shall constitute material breach of this Cooperative Agreement and shall be grounds for the other party to immediately terminate this Cooperative Agreement for cause.

6.2 Review Meetings. Commencing with beginning performance of this Cooperative Agreement, the Project Managers shall meet **monthly** to discuss progress made during the performance of this Cooperative Agreement. The meetings shall occur, either in person or by telephone conference call. Meetings may be postponed only on a case-by-case basis by mutual written agreement of the parties.

6.3 Status Reports. Prior to each review meeting, each Project Manager shall provide a status report listing:

- o Accomplishments during the previous period,
- o Activities planned for the upcoming period,
- o Tasks completed or Deliverables produced during the previous period,
- o An updated schedule of upcoming Deliverables, and
- o Any problems or concerns encountered since the last meeting.

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution.

6.4 DNR right to review and observe. Each party shall have the right to review and observe, at any time, completed work or work in progress. Each party agrees to provide

access, upon request and without cost to the other party, to inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Cooperative Agreement.

Section 7 COMPENSATION

7.1 Sources of Funding. DNR’s source of funding for this Contract is a program established under Iowa Code §456A.33B, Lake Restoration Plan and Report, known as the State Lake Restoration Program. Polk CCB’s source of funding for this Cooperative Agreement is **(fill in Other Party’s source of funding and/or in-kind contribution)**. The Cities source of funding for this Cooperative Agreement is **(fill in Other Party’s source of funding and/or in-kind contribution)**.

7.2 Not-to-exceed total amount of Cooperative Agreement. Payment by DNR for work performed according to the terms of this Cooperative Agreement shall not exceed **\$30,000**. Payment by **Polk CCB** for work performed according to the terms of this Cooperative Agreement shall not exceed **\$10,000**. Payment by **the City** for work performed according to the terms of this Cooperative Agreement shall not exceed **\$10,000**. Payment shall be for satisfactory completion of the Statement of Work outlined in this Cooperative Agreement, provided that the parties have complied with the terms of this Cooperative Agreement.

7.3 Budget. The budget for this Cooperative Agreement shall be as follows:

Polk County Conservation Board Contribution

Total amount of Polk CCB monetary contribution	Not to exceed \$10,000
Task 2: Funds Disbursement	Not to exceed \$10,000
Total amount of Polk CCB contribution	Not to exceed \$10,000

City of Des Moines Contribution

Total amount of the City’s monetary contribution	Not to exceed \$10,000
Task 2: Funds Disbursement	Not to exceed \$10,000
Total amount of the City’s contribution	Not to exceed \$10,000

Department of Natural Resources Contribution

Total amount of DNR monetary contribution	Not to exceed \$30,000
Task 2: Funds Disbursement	Not to exceed \$30,000
Total amount of DNR contribution	Not to exceed \$30,000

7.4 Submission of Invoices

For work performed under Section 4 of the RFP, the DNR shall submit a request for reimbursement letter and supporting invoices to the Polk CCB according to the following schedule:

<u>Task Milestone Date</u>	<u>Amount Due</u>	<u>Invoice Due No Later Than:</u>
Task 2: Funds Disbursement	Not to exceed \$10,000	March 13, 2013

For work performed under Section 4 of the RFP, the DNR shall submit a request for reimbursement letter and supporting invoices to the City according to the following schedule:

<u>Task Milestone Date</u>	<u>Amount Due</u>	<u>Invoice Due No Later Than:</u>
Task 2: Funds Disbursement	Not to exceed \$10,000	March 13, 2013

The request for re-imbursement letter and supporting invoices shall itemize the work performed pursuant to the Cooperative Agreement. Each invoice shall comply with all applicable rules concerning payment of such claims and shall contain appropriate documentation necessary to support the fees or charges included in the invoice. The party receiving the invoice shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if that party reasonably believes the invoice is inaccurate or incorrect in any way.

Original invoices to **Polk CCB** shall be submitted to:
Dennis Parker, Director
11407 NW Jester Park Drive, Granger, 50109

Original invoices to the City shall be submitted to:
Mike Ludwig, **Name of Other Party Project Manager Title**
Name of Other Party Project Manager Address

7.5 Payment of Invoices. DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. If the other party is subject to the provisions of Iowa Code section 8A.514, then the other party shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, neither party shall be entitled to receive any other payment or compensation for any services provided under this Cooperative Agreement.

7.6 No advance payment. No advance payments shall be made for any Deliverables provided by Member Parties pursuant to this Cooperative Agreement.

7.7 Delay of Payment. If either party determines that the other party has failed to perform or deliver any Deliverable required by this Cooperative Agreement, then compensation may be withheld until such Deliverable is performed or delivered according to the terms of this Cooperative Agreement.

COOPERATIVE AGREEMENT

GENERAL CONDITIONS WHEN OTHER PARTY IS A GOVERNMENTAL ENTITY

Section 1 COMPLIANCE WITH THE LAW

The parties shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as suppliers. The parties, and their employees and agents shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. The parties represents that they will comply with all federal, state, foreign and local laws applicable to their performance under this Contract.

Section 2 TERMINATION

2.1 Termination Due to Lack of Funds or Change in Law. DNR shall have the right to terminate this Contract without penalty by giving sixty (60) days' written notice to the Contractor as a result of any of the following:

2.1.1 The legislature or governor fail in the sole opinion of DNR to appropriate funds sufficient to allow DNR to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or if funds anticipated for the continued fulfillment of the Contract are, at any time, not forthcoming or are insufficient, either through the failure of DNR to appropriate funds or funding from a federal source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided; or

2.1.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by DNR to make any payment hereunder are insufficient or unavailable for any other reason as determined by DNR in its sole discretion; or

2.1.3 If DNR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

2.1.4 If DNR's duties, programs or responsibilities are modified or materially altered; or

2.1.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects DNR's ability to fulfill any of its obligations under this Contract.

2.2 Immediate Termination by DNR. DNR may terminate this Contract for any of the following reasons effective immediately without advance notice and without penalty:

2.2.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

2.2.2 DNR determines that the actions, or failure to act, of the Contractor, and its agents and employees have caused, or reasonably could cause, any person's life, health or safety to be jeopardized;

2.2.3 The Contractor fails to comply with confidentiality laws or provisions;

2.2.4 The Contractor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete.

2.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for DNR to declare the Contractor in default of its obligations under this Contract.

2.3.1 The Contractor fails to perform, to DNR's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Contractor;

2.3.2 DNR determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

2.3.3 The Contractor fails to make substantial and timely progress toward performance of the Contract;

2.3.4 The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or DNR reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

2.3.5 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;

2.3.6 The Contractor has engaged in conduct that has or may expose the State or DNR to liability, as determined in DNR's sole discretion;

2.3.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or the Contractor has misappropriated a trade secret, or

2.3.8 Contractor fails to comply with any of the Task Milestone dates contained in this Contract.

2.4 Notice of Default. If there is a default event caused by the Contractor, DNR shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in DNR's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, DNR may either:

2.4.1 Immediately terminate the Contract without additional written notice; or,

2.4.2 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

2.5 Termination upon Notice. Following 30 days' written notice, DNR may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to DNR up to and including the date of termination.

2.6 Remedies of the Contractor in Event of Termination by DNR. In the event of termination of this Contract for any reason by DNR, DNR shall pay only those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which DNR is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to DNR under this Contract in the event of termination. However, DNR shall not be liable for any of the following costs:

2.6.1 The payment of unemployment compensation to the Contractor's employees;

2.6.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

2.6.3 Any costs incurred by the Contractor, including, but not limited to, startup costs, overhead or other costs not directly associated with the performance of the Contract;

2.6.4 Any taxes that may be owed by the Contractor not directly in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

2.7 The Contractor's Termination Duties. The Contractor upon receipt of notice of termination or upon request of DNR, shall:

2.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, and conclusions resulting there from, any other matters DNR may require.

2.7.2 Immediately cease using and return to DNR any personal property or materials, whether tangible or intangible, provided by DNR to the Contractor.

2.7.3 Comply with DNR's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.

2.7.4 Cooperate in good faith with DNR, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

2.7.5 Immediately return to DNR any payments made by DNR for services that were not rendered by the Contractor.

2.8 Rights in incomplete products. In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other materials prepared by the Contractor under this Contract shall, at the option of DNR, become DNR's property and the Contractor shall be entitled

to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Section 3 INDEPENDENT CONTRACTOR

The status of the Contractor shall be that of an independent contractor. The Contractor, and its employees and agents performing under this Contract are not employees or agents of the DNR. Neither the Contractor nor its employees shall be considered employees of DNR for federal or state tax purposes. DNR will not withhold taxes on behalf of the Contractor. Contractor shall be responsible for payment of all taxes in connection with any income earned from performing this Contract.

Section 4 CONFLICT OF INTEREST

The parties agree that they will comply with the provisions of the Iowa Code with respect to Conflicts of Interest.

Section 5 AMENDMENTS

This Contract may be amended only by written mutual consent of the parties.

Section 6 CHOICE OF LAW AND FORUM

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. If applicable, the parties shall comply with the provisions of Iowa Code section 679A.19 regarding disputes between government agencies of the State of Iowa. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. No provision of this Contract shall be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to DNR, Contractor, or the State of Iowa

Section 7 SEVERABILITY

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

Section 8 ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and the parties acknowledge that they are entering into the Contract solely on the basis of the terms and conditions herein contained and not in reliance upon any representation, statement, inducement or promise, whether oral or written, not contained herein. This Contract supersedes all prior contracts and agreements between the parties for the services provided in connection with this Contract.

Section 9 ASSIGNMENT AND DELEGATION

This Contract may not be assigned, transferred or conveyed, in whole or in part, without the prior written consent of the other party. For the purpose of construing this provision, a transfer of a controlling interest in the Contractor shall be considered an assignment.

Section 10 (RESERVED)

Section 11 CONFIDENTIALITY

The parties agree to comply with applicable Iowa law regarding confidentiality.

Section 12 (RESERVED)

Section 14 WAIVER

Except as specifically provided for in a waiver signed by duly authorized representatives of the parties, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

Section 16 CUMULATIVE RIGHTS

The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

Section 17 TIME IS OF THE ESSENCE

Time is of the essence with respect to the performance of the terms of this Contract.

Section 18 RECORD RETENTION AND ACCESS

The parties shall maintain books, records and documents according to their respective law with regard to records retention. All parties shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.

Section 20 OBLIGATIONS BEYOND CONTRACT TERM

This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of DNR and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

Section 22 SUPERCEDES FORMER CONTRACTS OR AGREEMENTS

Unless this Contract is an amendment to a Contract entered into between the parties and is designated as such, then this Contract supersedes all prior contracts or agreements between the parties for the services provided in connection with this Contract.

Section 23 USE OF THIRD PARTIES AND SUBCONTRACTORS

Contractor may not contract with third parties for the performance of any of Contractor's obligations under this Contract, unless and then only to the extent that the Special Conditions of this Contract specify otherwise. If the Special Conditions provide for a subcontractor or subcontractors, then the following conditions shall apply:

23.1 All subcontracts shall be subject to prior approval by the DNR. The DNR's consent shall not be deemed in any way to provide for the incurrence of any obligation of DNR in addition to the remuneration agreed upon in this Contract. Any subcontract to which DNR has consented shall be in writing and shall in no way alter the terms and conditions of this Contract.

23.2 The Contractor may enter into subcontracts to complete the work required by this Contract provided that the Contractor remains responsible for all services performed under this Contract. No subcontract or delegation of work shall relieve or discharge the Contractor from any obligation, provision, or liability under this Contract. The Contractor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any subcontractor.

23.3 All restrictions, obligations and responsibilities of the Contractor under this Contract also shall apply to the subcontractors.

23.4 DNR shall have the right to request the removal of a subcontractor from the Contract for good cause. The Contractor shall indemnify, defend and hold harmless DNR and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's breach of any subcontract in which it enters, including Contractor's failure to pay any and all amounts due by Contractor to any subcontractor.

23.5 Each subcontract shall contain provisions for DNR access to the subcontractor's books, documents, and records and for inspections of work, as required of Contractor herein.

23.6 Any action of a subcontractor, which, if done by Contractor, would constitute a breach of this Contract, shall be deemed a breach by Contractor and have the same legal effect.

23.7 If delay results from a subcontractor's conduct, from the Contractor's negligence or fault, or from circumstances which by the exercise of reasonable diligence the Contractor should have been able to anticipate or prevent, then the Contractor shall be in default and Section 21, "Delay of Impossibility of Performance," shall not be applicable.

23.8 If the Contract is subject to the provisions of Iowa Code chapter 8F, then the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontract Contractor enters into pursuant to this Contract. Any compliance documentation, including but not limited to certification, received from any subcontractor shall be forwarded to DNR immediately.

Section 24 SELF-INSURANCE BY THE STATE OF IOWA

Pursuant to Iowa Code chapter 669, DNR and the State of Iowa are self-insured against all risks and hazards related to this Contract. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Contract.

Section 26 IMMUNITY FROM LIABILITY

Every person who is a party to the Contract is hereby notified and agrees that the State, DNR, and all of their employees, agents, successors, and assigns are immune from liability and suit for Contractor's and subcontractors' activities involving third parties arising from the Contract.

Section 27 NON-SUPPLANTING REQUIREMENT

To the extent required by federal or state law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local, and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local, and other non-federal funds.

Section 28 CERTIFICATION REGARDING SALES AND USE TAX

By executing this Contract, the Contractor certifies that it is either (a) registered with the Iowa Department of Revenue, collects and remits sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code sections 423.1(42) and (43). The Contractor also acknowledges that the DNR may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representatives filing action for damages for breach of contract.

Section 29 TAXES

The State of Iowa is exempt from federal excise tax, and no payment will be made for any taxes levied on Contractor's employees' wages. The State of Iowa is exempt from state and local sales and use taxes on the Deliverables.

Section 30 EQUAL EMPLOYMENT PROVISIONS

The Contractor has read and understands the provisions in Attachment A, Equal Employment Opportunity, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

Section 31 FEDERALLY-FUNDED AGREEMENTS

If this Contract is funded by federal monies, then the Contractor has read and understands the provisions of Attachment B, Additional Requirements for Federally-Funded Agreements, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

Section 33 INFORMATION TECHNOLOGY SECURITY

The Contractor and all Contractor personnel shall comply with Iowa information technology security statutes, rules and policies. By signing this contract, the Contractor acknowledges that the Contractor has read and understands the provisions of the information technology security policies adopted by the Iowa Department of Administrative Services (DAS) and DNR in effect on the date of signing. These policies are located on the respective agency websites at www.iowadnr.gov and <http://das.iowa.gov/index.html>. The Contractor further agrees to read and abide by any revised DAS and DNR policies, posted on the respective agency websites that come into effect during the term of this Contract.

Attachment A

Equal Employment Opportunity.

The Contractor agrees to the following:

A.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability except where mental or physical disability relates to a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor's business. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post notices, setting forth provisions of this nondiscrimination clause, in conspicuous places available to employees and applicants for employment.

A.2 The Contractor shall in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability except where mental or physical disability is a bona fide occupation qualification reasonably necessary to the normal operation of the Contractor's business.

A.3 The Contractor shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965, as amended, Iowa Executive Order 15 or 1973, Chapter 19B, Code of Iowa, Federal Executive Order 11246 of 1965, as amended by Federal Executive Order 11376 of 1967, and Title VI of the Civil Rights Act of 1964, as amended. The Contractor shall furnish all information and reports requested by the state of Iowa or required by, or pursuant to, the rules and regulations thereof and shall permit access to payroll and employment records by the state of Iowa for purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.

A.4 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the aforesaid rules, regulations or requests, this contract may be canceled, terminated or suspended in whole or in part. In addition, the state of Iowa may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Iowa Civil Rights Act of 1965, as amended, Chapter 216, Code of Iowa, or as otherwise provided by law.

A.5 The Contractor shall include the provisions of paragraphs 8.1 through 8.4 hereof in every subcontract, unless specifically exempted by approval of the state of Iowa, so that such provisions shall be binding on each subcontract. The Contractor shall take such action with respect to any subcontract as the state of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as

a result of such direction by the state of Iowa, the Contractor may request the state of Iowa to enter into such litigation to protect the interests of the state of Iowa.

A.6 In accordance with the provisions of 541 Iowa Administrative Code chapter 4:

- The Contractor or subcontractor is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the department of management, which pertain to equal employment opportunity and affirmative action.
- The Contractor or subcontractor may be required to have on file a copy of the affirmative action program, containing goals and time specifications. These contractual provisions shall be fully enforced. Any breach of them shall be regarded as a material breach of the Contract.
- Compliance with the provisions of Iowa Code section 19B.7 and all applicable rules of the department of management prior to the execution of the Contract shall be a condition of the Contract binding upon the Contractor or service provider, its successors, and assignees.
- Failure to fulfill the nondiscrimination requirements of this Contract or any of the rules and orders may cause the Contract to be canceled, terminated, or suspended in whole or in part, and the Contractor or service provider may be declared ineligible for future state contracts in accordance with authorized procedure or the Contractor may be subject to other sanctions as provided by law or rule.
- The Contractor may be required to submit to the department of management or the DNR a copy of its affirmative action plan containing goals and time specifications.
- The Contractor shall be able to demonstrate to the satisfaction of the department of management or the DNR that its affirmative action program is productive.
- The Contractor may be required to submit reports as requested by the department of management. The department of management may request other relevant information from a contractor at any time.
- The department of management may undertake a compliance review of the Contractor, and the department of management may take action, as appropriate, to seek to terminate contracts or funding found to be in violation of the rules.

Attachment B

Additional Requirements for Federally-funded Agreements

B.1 Suspension and Debarment. The Contractor certifies pursuant to 31 CFR Part 19 that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

B.2 Lobbying Restrictions. The Contractor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

B.3 Pro-Children Act of 1994. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. The Contractor certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

B.4 Certified Audits. Local governments and non-profit subrecipient entities that expend \$500,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations." A copy of the final audit report shall be submitted to DNR if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by DNR. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to DNR that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the DNR. See A-133 Section 21 for a discussion of subrecipient versus vendor relationships.

B.5 Drug Free Work Place. The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.

Attachment 28E

Use when Other Party is a Governmental Entity

Section 1 APPROVAL OF GOVERNING BODIES OF PARTIES

This Contract was approved by the Natural Resource Commission on December 8, 2011; the governing body of the **City of Des Moines on (date)** and the governing body of the **Polk County Conservation Board on (date)**.

Section 2 FILING AND RECORDING

A copy of this Contract shall be filed by DNR with the Secretary of State before it shall be in full force and effect, pursuant to Iowa Code section 28E.8.

Section 3 REAL AND PERSONAL PROPERTY

The parties agree that no real or personal property will be acquired, held or disposed of in relation to this Contract.

Section 4 STATUS OF INTERSTATE AGREEMENT

Pursuant to the provisions of Iowa Code section 28E.9, if any of the parties to this Cooperative Agreement are public agencies of another state or of the United States, then this Cooperative Agreement has been approved by the Iowa Attorney General's Office.



		CONTRACT ROUTING FORM For Contracts Valued Over \$5000		CRD	
Program	(1) Contract Manager:	<u>George Antonicy, Fisheries</u>		(6) Cost Center	
	(2) Project Title:	<u>Eastern Lake Improvement Project</u>		<u>OHAS-38</u>	
	(3) Project Description:	<u>Cooperative agreement for restoration efforts at Eastern Lake, Polk Co., Iowa</u>		(7) Estimated Cost	
	(4) Statutory Authority to use funding for contract:	<u>Iowa Code 28E(2009)</u>		(8) EPC/NRC Approval Required	
	(5) Estimated Time of Performance:	<u>2/13/2012 - 2/13/2015</u>		(9) Anticipated Signature Date	
	(11) Supervisor Approval:	<input checked="" type="checkbox"/> <u>NA</u>			
	(12) Bureau Chief Approval:	<input type="checkbox"/> <u>Joe Lorscheid</u>	<u>DA 1031-11</u>	~ 2 - 7 days	
(13) Process Selection:	<input checked="" type="checkbox"/> <u>Cooperative Agreement</u> Type of Process Chosen				
B & F	(14) Contract Number Assignment:	<input checked="" type="checkbox"/> <u>CRD/HA538GAN/20244</u>	<u>RET 11-1-11</u>	<input type="checkbox"/> For B&F, Check if requires DOM approval 5 days	
Program	(15) Draft Scope of Work:	<input type="checkbox"/> <u>"see attached"</u>			
Legal	(16) Legal Approval:	<input type="checkbox"/> <u>Randy Clark</u>	Legal Initial & Date 2 weeks		
Program	Use this section only if the type of process chosen is the competitive process				
	(17) Type of Process Used:	<input type="checkbox"/> _____ Description of Process			
	(18) TSB and Web Posting:	<input type="checkbox"/> TSB: _____ Web: _____ Dates of Postings			
Legal	(19) DA Approval of Selection (Attach selection memo):	<input type="checkbox"/> <u>Charles C. Correll</u>	DA Initial & Date ~ 2 days		
	(20) Legal Approval:	<input type="checkbox"/> <u>Randy Clark</u>	Legal Initial & Date 2 days		
Program	Use this section only if the contract requires commission approval				
	(21) EPC/NRC Approval:	<input type="checkbox"/> <u>December 8, 2011</u> Date			
	(22) Approval and Signature:	<input type="checkbox"/> <u>Chuck Gipp, Deputy Director</u> Signatory Initial & Date			

Contractor?



CONTRACT ROUTING FORM		CRD		
For Contracts Valued Over \$5000				
Program	(1) Contract Manager: <u>George Antonian, Fisheries</u>	(6) Cost Center: <u>CHAS-38</u>	(7) Estimated Cost: <u>\$60,000</u>	
	(2) Project Title: <u>Foster Lake Water Quality Management Plan</u>	(8) EPC/NRC Approval Required: <u>NRC</u>	(9) Anticipated Signature Date: <u>2/13/12</u>	
	(3) Project Description: <u>Contract with consulting firm to develop management plan</u>	(10) DATE INITIATED: <u>10/17/11</u>		
	(4) Statutory Authority to use funding for contract: <u>Iowa Code 456A.33B</u>			
	(5) Estimated Time of Performance: <u>One-year 2/15/12 - 2/15/13</u>			
	(11) Supervisor Approval: <input checked="" type="checkbox"/> <u>NA</u>	Supervisor Initial & Date		
	(12) Bureau Chief Approval: <input type="checkbox"/> <u>Joe Lamscheid DJJ 10-31-11</u>	Bureau Chief Initial & Date	~ 2 - 7 days	
(13) Process Selection: <input type="checkbox"/> <u>Request for Proposals</u>	Type of Process Chosen			
B & F	(14) Contract Number Assignment: <input checked="" type="checkbox"/> <u>CRD/CHAS38GAN/20243</u>	Contract Number & Date	5 days	
Program	(15) Draft Scope of Work: <input type="checkbox"/> <u>"see attached"</u>			
Legal	(16) Legal Approval: <input type="checkbox"/> <u>Randy Clark</u>	Legal Initial & Date	2 weeks	
Use this section only if the type of process chosen is the competitive process				
Program	(17) Type of Process Used: <input type="checkbox"/>	Description of Process		
	(18) TSB and Web Posting: <input type="checkbox"/>	TSB: _____ Web: _____ Dates of Postings		
Legal	(19) DA Approval of Selection (Attach selection memo): <input type="checkbox"/> <u>Charles C. Corell</u>	DA Initial & Date	~ 2 days	
	(20) Legal Approval: <input type="checkbox"/> <u>Randy Clark</u>	Legal Initial & Date	2 days	
Use this section only if the contract requires commission approval				
Program	(21) EPC/NRC Approval: <input type="checkbox"/> <u>NRC 1/12/12</u>	Date		
	(22) Approval and Signature: <input type="checkbox"/> <u>Chuck Gipp, Deputy Director</u>	Signatory Initial & Date		

**REQUEST FOR PROPOSALS
RFP COVER SHEET**

Administrative Information:

TITLE OF RFP:	Easter Lake Water Quality Management Plan		RFP #: (This number is the same as the Contract Number obtained from DNR Budget and Finance Bureau.)	
Agency:	Department of Natural Resources (DNR)			
DNR seeks to purchase:	Hire a consultant to develop multi-partner approved management plan			
Number of mos. or yrs. of the initial term of the contract:	12 mos.	Number of possible annual extensions:	6	
Anticipated Date for Initial Contract term beginning:	2/13/2012	Anticipated Ending Date:	2/13/2013	
Issuing Officer:				
Name: George Antoniou, Fisheries Bureau				
Mailing Address: DNR, Wallace Building 502 E. 9 th Street, Des Moines, Iowa 50319-0034				
Phone: 515-281-8042				
e-mail: george.antoniou@dnr.iowa.gov				

PROCUREMENT TIMETABLE—Event or Action:	Date/Time (Central Time):
DNR Posts Notice of RFP on TSB website	11/29/11
DNR Issues RFP	12/2/11
<input checked="" type="checkbox"/> Electronic Resources available on: ftp://ftp.igsb.uiowa.edu/319/Watershed%20Management%20Plans/Easter%20Lake/	
Pre-Proposal Vendor's Conference	12/9/2011 1:00 pm
Location and Address: Iowa Department of Natural Resources Wallace Building 502 E. 9 th Street Des Moines, IA 50319 If a map is needed, contact the Issuing Officer. Is Pre-Proposal Conference mandatory? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Copy of questions and answers from Pre-Proposal Conference sent to Contractors, if applicable	12/14/2011
Letters of Intent to Bid	12/16/2011 4:00 pm
Written Questions, requests for clarification, and suggested changes from Contractors due	12/16/2011 4:00 pm
DNR's written response to questions, requests for clarifications, and suggested changes	12/21/2011
Bid Proposals Due	1/2/2012 3:00 pm
Anticipated Date to issue Notice of Intent to Award	1/13/2012
Anticipated Date to complete contract negotiations	2/13/2012

Relevant Websites:	Web-address:
Internet website where Addenda to this RFP will be posted:	http://bidopportunities.iowa.gov/

Number of Copies of Bid Proposals Required to be Submitted: One (1) original (with original signatures) and five (5) copies of the bid proposal, plus one electronic copy on CD	
Firm Bid Proposal Terms The minimum Number of Days following the deadline for submitting bid proposals that the Contractor guarantees all bid proposal terms, including price, will remain firm:	180 days

**VENDORS ARE CAUTIONED TO FOLLOW ALL DIRECTIONS
IN THIS RFP OR RISK DISQUALIFICATION**

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Section 1 – Introduction	
Section 2 – Administrative Information	
Section 3 – Format and Content of Bid Proposals	
Section 4 – Statement of Work Requirements	
Section 5 – Evaluation of Proposals	
Section 6 – Contractual Terms and Conditions	

Attachments

Attachment #1	Certification Letter
Attachment #2	Authorization to Release Information Letter
Attachment #3	Vendor Requirement Check List
Attachment #4	Cost Proposal
Attachment #5	Contract Special and General Conditions
(Other attachments may be added as necessary).	

Section 1 Introduction

1.1. Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Contractors to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Department of Natural Resources (DNR). DNR intends to award a Contract(s) beginning and ending on the dates listed on the RFP cover sheet, and DNR, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.1. Definitions

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

- 1.1.1. **“Proposal”** means the Contractor’s proposal submitted in response to the RFP.
- 1.1.2. **“Contract”** means the contract(s) entered into with the successful Contractor(s) as described in Section 6.1.
- 1.1.3. **“Contractor”** means a vendor submitting Proposals in response to this RFP.
- 1.1.4. **“Agency”** means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract. In this case, the Agency is DNR.
- 1.1.5. **“Responsible Contractor”** means a Contractor that has the capability in all respects to perform the requirements of the Contract. In determining whether a Contractor is a Responsible Contractor, DNR may consider various factors including, but not limited to, the Contractor’s competence and qualifications to provide the goods or services requested, the Contractor’s integrity and reliability, the past performance of the Contractor and the best interest of the Agency and the State.
- 1.1.6. **“Responsive Proposal”** means a Proposal that complies with the material provisions of this RFP.
- 1.1.7. **“RFP”** means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.
- 1.1.8. **“State”** means the State of Iowa, the Agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

1.2. Overview of the RFP Process

Contractors will be required to submit their Proposals in hardcopy and on CD-ROM. It is DNR’s intention to evaluate Proposals from all Responsible Contractors that submit timely Responsive Proposals, and award the Contract(s) in accordance with Section 5, Evaluation and Selection.

1.3. Background Information

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

The Resource

Built in 1967, the lake is about 178 acres. The lake has a watershed (land that drains to the lake) area of around 6,500 acres. The lake lies within Easter Lake Park owned and managed by Polk County Conservation and Ewing Park owned and managed by the City of Des Moines. The lake and parks offer fishing, boating, picnicking, walking trails, wildlife watching, and swimming. Park visitation has averaged 390,000 visitors each of last five years; placing Easter Lake in the top twenty of 131 significant lakes in Iowa. This visitation contributes about \$17.5 million to the local economy and supports 213 jobs. The watershed contains parts of 11 recognized neighborhood associations; Easter Lake Area, South Park, Fort Des Moines, Watrous South, Magnolia Park, Ewing Woods, Hillsboro Estates, Southwestern Hills, Pioneer Park, Grays Lake and River Woods.

The Problem

Water quality in Easter Lake is poor. The lake has shrunk from its original size in both surface area and volume – it's almost 48 acres smaller than when it was built and the lake volume is 24% less. Dirt and other sediment washing in from the watershed have filled the lake. Excess nutrients, specifically phosphorous have washed in too. The sediment and nutrients have resulted in frequent algae blooms and low water clarity. Elevated bacteria levels in the lake have resulted in swimming advisories for Easter Lake. The lake also has some undesirable fish species (carp and shad) and has a stunted panfish population. Easter Lake is considered impaired by the Iowa DNR and EPA.

The Restoration Opportunities

Research conducted by Iowa State University and the Iowa DNR have shown phosphorous levels in the lake must be reduced by 50% and sediment reaching the lake must be reduced by nearly a quarter. Both of these targets must be reached for the lake to meet state water quality targets. A combination of restoration practices will be necessary to reach the targets. Restoration measures may include streambank stabilization, promoting the use of no or low phosphorus fertilizer, a review of street sweeping practices, pet waste pick-up, stormwater management, in-lake sediment detention basins, dredging existing stormwater detention basins, fish population renovation and extensive public education.

The Next Steps

A community based planning approach will be used to help local residents and stakeholders develop a restoration plan for Easter Lake. This approach helps develop a common vision, identify and prioritize concerns and come up with appropriate steps to address problems. Partner organizations include the City of Des Moines, Iowa Department of Agriculture and Land Stewardship, Iowa Department of Natural Resources, Iowa State University, Natural Resource Conservation Service, Polk County Conservation and Polk Soil and Water Conservation District.

Section 2 Administrative Information

2.1 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Vendor.

2.2 Restriction on Communication

From the issue date of this RFP until announcement of the successful Vendor, Vendors 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 2.7. Verbal questions related to the interpretation of this RFP will not be accepted. Vendors may be disqualified if they contact any State employee other than the issuing officer about the RFP except that Vendors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

2.3 Downloading the RFP from the Internet

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

2.4 Procurement Timetable

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

2.5 Resource Information

Resource information regarding this RFP is not available, beyond the descriptions and specifications detailed within the RFP itself.

2.6 Pre-Proposal Conference

A Mandatory Vendor's Conference will be held on **12/9/2011**, at **1:00 pm (Central Time)** at **Iowa Department of Natural Resources, Wallace Building, 502 E. 9th Street, Des Moines, IA 50319**. The purpose of the Vendors' Conference is to discuss with prospective Contractors the work to be performed and allow prospective Contractors the opportunity to ask questions regarding the RFP. Oral discussions held at the Pre-Proposal Conference shall not be considered part of the RFP unless confirmed in writing by DNR and incorporated into this RFP. The conference may be recorded. Questions asked at the Pre-Proposal Conference that cannot adequately be answered during the conference may be deferred. A copy of the questions and answers will be sent to the Contractors who submit a letter of intent to bid.

2.7 Questions, Requests for Clarification, and Suggested Changes

Vendors are invited to submit written questions and requests for clarifications regarding the RFP. Vendors may also submit suggestions for changes to the requirements of this RFP. Vendors must submit their written questions, requests for clarifications, or suggestions so they are received by the Issuing Officer before the date and time listed on the RFP cover sheet. Verbal questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. Written responses to questions, requests for clarifications, or suggestions will be sent on or before the date listed on the RFP cover sheet to all Vendors who submit letters of Intent to Bid (See Section 2.32). The DNR's written responses will be considered part of the RFP. If the DNR decides to adopt a suggestion that modifies the RFP, then DNR will issue Addenda to the RFP. The DNR assumes no responsibility for verbal representations made by its officers or employees, or employees of the Boards, unless such representations are confirmed in writing and incorporated into the RFP.

2.8 Amendment to the RFP

The DNR reserves the right to amend the RFP at any time using an Addendum. The Vendor shall acknowledge receipt of Addenda in its Bid Proposal. If the Addenda occur after the closing date for receipt of Bid Proposals, the DNR may, in its sole discretion, allow Vendors to amend their Bid Proposals in response to the DNR's Addenda if necessary.

2.9 Amendment and Withdrawal of Bid Proposal

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

2.10 Submission of Bid Proposals

Each Vendor must submit its Bid Proposal so that it is received by the Issuing Officer no later than 3:00 P.M. Central Time on the "Bid Proposals Due Date" listed on the RFP cover sheet. Any Bid Proposal received after this deadline will be rejected and returned unopened to the Vendor. Vendors mailing Bid Proposals must allow ample mail delivery time to ensure timely receipt of their Bid Proposals. It is the Vendor'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. Vendors 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 Vendor shall not be considered part of the Vendor's Bid Proposal unless it is reduced to writing.

2.11 Bid Proposal Opening

The DNR will open Bid Proposals after the deadline for submission of Bid Proposals has passed. The names of Vendors who submitted timely Bid

Proposals will be publicly available after the Bid Proposal opening. However, the announcement of Vendors who timely submitted Bid Proposals does not mean that an individual Bid Proposal has been deemed technically compliant or accepted for evaluation.

2.12 Costs of Preparing the Bid Proposal

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

2.13 Rejection of Bid Proposals

DNR reserves the right to reject any or all Bid Proposals, in whole or in part, without penalty or liability, at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the DNR to select a Vendor or to execute a binding contract with any Vendor that may be selected. DNR further reserves the right to cancel the RFP, to issue a new RFP, and to provide or perform any or all of the goods and services described in this RFP if it is in the best interests of DNR. In addition, DNR may terminate or suspend contract negotiations with any selected vendor, at any time, without penalty or liability. This RFP process is for the benefit of DNR, and is intended to provide the Evaluation Committee with competitive information to assist in the selection of a Vendor to provide goods and services. It is not intended to be comprehensive, and each Vendor is responsible for determining all factors necessary for submission of a comprehensive Bid Proposal.

2.14 Disqualification

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

- 2.14.1 The Vendor fails to deliver the Bid Proposal by the due date and time.
- 2.14.2 The Vendor fails to deliver the cost proposal in a separate envelope.
- 2.14.3 The Vendor's Bid Proposal is not compliant with the requirements of the RFP.
- 2.14.4 The Vendor's Bid Proposal limits the rights of the DNR.
- 2.14.5 The Vendor fails to timely respond to the DNR's request for information, documents, or references.
- 2.14.6 The Vendor fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in section 3 of this RFP.
- 2.14.7 The Vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.
- 2.14.8 The Vendor initiates unauthorized contact regarding the RFP with state employees.

2.14.9 The Vendor provides misleading, inaccurate, or unbalanced responses.

2.14.10 There is insufficient evidence (including evidence submitted by the Vendor and evidence obtained by the Evaluation Committee from other sources) to satisfy the DNR or any member of the Evaluation Committee that the Vendor is properly qualified to satisfy the requirements of the RFP.

2.15 Nonmaterial Variances

The DNR reserves the right to waive or permit cure of nonmaterial variances in the Bid Proposal if they judge it to be in its best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Vendors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the requirements of the RFP. In the event the DNR waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is ultimately selected. The determination of materiality is in the sole discretion of the DNR.

2.16 Reference Checks

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

2.17 Information from Other Sources

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

2.18 Verification of Bid Proposal Contents

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

2.19 Bid Proposal Clarification Process

The DNR reserves the right to contact a Vendor at any time after the submission of Bid Proposals for the purpose of clarifying a Bid Proposal or to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Vendor has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Vendor's Bid Proposal. An individual authorized to legally bind the Vendor shall sign responses to any request for clarification. Responses shall be submitted to the Issuing Officer within the time specified in DNR's request. Failure to comply with requests for additional information may result in rejection of the Bid Proposal as non-compliant.

2.20 Disposition of Bid Proposals

All Bid Proposals become the property of the DNR and shall not be returned to the Vendor at the conclusion of the selection process. The contents of all Bid Proposals will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.21 Public Records and Requests for Confidential Treatment

The DNR may treat all information submitted by a Vendor as public information unless the Vendor properly requests that specific parts of the Bid Proposal be treated as confidential at the time of submitting the Bid Proposal. The DNR's release of information is governed by Iowa Code chapter 22 and 561 Iowa Administrative Code chapter 2. Vendors are encouraged to familiarize themselves with these provisions of law before submitting a Bid Proposal. The DNR will copy and permit examination of public records as required to comply with the public records laws. Any request for confidential treatment of specific information must be included in the transmittal letter with the Vendor's Bid Proposal. In addition, the Vendor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. Pricing information cannot be considered confidential information. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Vendor to respond to any inquiries by the DNR concerning the confidential status of the materials. Any Bid Proposal submitted which contains specific confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Failure to properly identify specific information as confidential shall relieve DNR or State personnel from any responsibility if confidential information is viewed by the public, a competitor, or is in any way released. Identification of the entire Bid Proposal as confidential may be deemed non-responsive and disqualify the Vendor. If the Vendor designates any portion of the RFP as confidential, the Vendor must submit one paper copy of the Bid Proposal and one on CD, marked "Public Copy" from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Bid Proposal as possible. If DNR receives a request for information marked confidential, written notice shall be given to the Vendor in compliance with 561 Iowa Administrative Code chapter 2 to allow the Vendor to seek injunctive relief pursuant to Iowa Code section 22.8. The DNR will treat the information marked confidential as confidential information only if a court of competent jurisdiction determines the information is confidential under Iowa Code chapter 22 or other applicable law. The Vendor's failure to request confidential treatment of material will be deemed by the Lead Agency as waiver of any right to confidentiality the Vendor may have had.

2.22 Reproduction of the Bid Proposal

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

2.23 Release of Claims

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

2.24 Presentations

At the discretion of the DNR and the evaluation committee, a Vendor may be requested to provide either an on-site ([Iowa Department of Natural Resources, Wallace Building, 502 E. 9th Street, Des Moines, IA 50319](#)) or web-based Bidder Demonstration of the vendor's product to verify and further evaluate information submitted in the Bid Proposals. Vendors will be allotted 30 minutes for a demonstration of the key functions and features described in Section 4 of this RFP. The demonstration will be immediately followed by a 30 minute question and answer period. The DNR will contact qualified bidders to schedule their demonstration. The demonstration shall not materially change the information contained in the original written Bid Proposal. Vendors who fail to provide a demonstration when requested, shall be disqualified.

2.25 Evaluation of Bid Proposals Submitted

Bid Proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the RFP. The DNR and Evaluation Committee will not necessarily select the Vendor(s) offering the lowest cost proposal. Instead, the DNR intends to select the Vendor whose Responsive Bid Proposal the Evaluation Committee believes will provide the best value to the DNR.

2.26 Notice of Selection and Acceptance Period

The DNR will send a notice of intent to negotiate a contract to all Vendors submitting a timely Bid Proposal and may post the notice at the website shown on the RFP cover sheet. It is the intent of DNR that negotiation and execution of the contract(s) shall be completed no later than 30 days from the date of the Notice of intent to negotiate a contract. If the apparent successful Vendor fails to negotiate and deliver an executed contract by that date, then DNR may extend the negotiation period, or cancel the selection and negotiate a contract with any remaining Vendor that the DNR believes will provide the best value to the DNR.

2.27 Definition of Contract

The full execution of a written contract shall constitute the making of a contract for the goods and services requested by the RFP, and no Vendor shall acquire any legal or equitable rights relative to any contract for goods and/or services

until a separate written contract, with terms and conditions acceptable to the DNR, has been fully executed by the successful Vendor and DNR. By submitting a Bid Proposal, each Vendor acknowledges that selection of a Vendor shall not create any contract or other obligation until a separate written contract has been executed as described above.

2.28 Choice of Law and Forum

This RFP and the Resulting Contract will be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Resulting Contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP, or any resulting contract shall be brought in the Iowa District Court for Polk County, if the jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Licensee, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise.

2.29 Restrictions on Gifts and Activities

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

2.30 No Minimum Guaranteed

The DNR anticipates that the selected Vendor will provide goods and/or services as requested by the DNR. The DNR does not and will not guarantee any minimum compensation to be paid under any Resulting Contract, or any minimum purchase of a selected Vendor's goods or services. In addition, no guarantee is made that a Vendor will be selected or any contract will be executed as a result of this RFP.

2.31 Letters of Intent to Bid

A letter of intent to bid must be mailed, sent via delivery service or hand-delivered to the Issuing Officer and received by the date and time listed in the RFP cover sheet. The letter of intent to bid must identify the RFP by its name and number and include the Vendor's name, mailing address, electronic mail address, fax number, telephone number, a statement of intent to submit a bid in response to the RFP, and an authorizing signature. **Electronic mail and faxed letters of intent to bid will not be accepted.**

2.32 Criminal History and Background Investigation

The Vendor hereby explicitly authorizes the DNR to conduct criminal history and/or other background investigation(s) of the Vendor, its officers, directors,

shareholders, or partners and managerial and supervisory personnel retained by the Vendor for the performance of the contract.

2.33 Award

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

2.34 Reservation of Rights

DNR reserves the right to reject any or all offerings presented in a vendor's proposal, whether included as a response to specifications in this RFP or as an alternative approach, subject to negotiation.

Section 3 Format and Content of Bid Proposals

3.1. Instructions

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

- 3.1.1.** The Bid Proposal shall be typewritten on 8.5" x 11" paper (one side only). One copy also shall be submitted on a CD-ROM.
- 3.1.2.** The Bid Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Bid Proposal shall be sealed in an envelope. If multiple envelopes for each Bid Proposal are used, the envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

*[RFP Title]
[Lead Agency's Address]
[Vendor's Name and Address]*

The DNR shall not be responsible for misdirected packages or premature opening of Bid Proposals if a Bid Proposal is not properly labeled.

- 3.1.3.** One (1) original and 5 copies of the Bid Proposal, each in a sealed envelope, shall be timely submitted to the Lead Agency.
- 3.1.4.** If the Vendor designates any information in its proposal as confidential pursuant to section 2.21, the Vendor also must submit one (1) hard copy and one CD of the Bid Proposal from which confidential information has been excised as provided in section 2.21.
- 3.1.5.** Bid Proposals shall not contain promotional or display materials.
- 3.1.6.** Attachments shall be referenced in the Bid Proposal.

3.2 Technical Proposal

The following documents and responses shall be included in the Bid Proposal in the order given below. For the Vendor's convenience, and to facilitate the review process, Vendors are requested to complete the Requirements Checklist provided as Attachment #3, to ensure that all items in Sections 3.2 are submitted, and to use Attachment #3 as a cover page for its responses to 3.2. Failure to submit these items shall result in rejection of the Bid Proposal as unresponsive.

3.2.1 Transmittal Letter

An individual authorized to legally bind the Vendor shall sign the transmittal letter. The letter shall include the Vendor's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of section 2.21.

3.2.2 Table of Contents and Pagination

The Vendor is encouraged to include a table of contents of its Bid Proposal, to paginate the Bid Proposal and submit Attachment 3, "Requirements Checklist".

3.2.3 Executive Summary

The Vendor shall prepare an executive summary and overview of the goods and services it is offering, including all of the following information:

- 3.2.3.1** Statements that demonstrate that the Vendor has read, understands and agrees with the terms and conditions of the RFP and the proposed contract.
- 3.2.3.2** An overview of the Vendor's plans for complying with the requirements of this RFP.
- 3.2.3.3** Any other summary information the Vendor deems to be pertinent.

3.2.4 Scope of Work and Technical Requirements

The Vendor shall address each requirement in Section 4 of the RFP as provided for in that Section and explain how it will comply with each requirement. Bid Proposals must be fully responsive to each requirement. Unless otherwise noted, merely repeating the requirements may be considered non-responsive and may disqualify the Vendor. Bid Proposals must identify any deviations from the requirements of this RFP or requirements the Vendor cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the Vendor cannot satisfy may disqualify the Vendor. In addition to addressing the Technical Requirements, Section 4 requires the Vendor to provide a series of Workplans describing how the Vendor would accomplish the project.

3.2.5 Background Information

The Vendor shall provide the following general background information:

- 3.2.5.1** Name, address, telephone number, fax number and e-mail address of the vendor including all d/b/a's or assumed names or other operating names of the Vendor.
- 3.2.5.2** Form of business entity, *i.e.*, corporation, partnership, proprietorship, 'limited liability company', and whether the entity is registered as a Targeted Small Business.
- 3.2.5.3** State of incorporation, state of formation, or state of organization.
- 3.2.5.4** Identification and specification of the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this RFP.
- 3.2.5.5** Local office address and phone number (if any).
- 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 Vendor's representative to contact regarding all contractual and technical matters concerning this Bid Proposal.
- 3.2.5.9 Name, address and telephone number of the Vendor's representative to contact regarding scheduling and other arrangements.
- 3.2.5.10 Name and qualifications of any subcontractors who will be involved with this project.
- 3.2.5.11 Identify the Vendor's accounting firm.
- 3.2.5.12 The successful Vendor will be required to register to do business in Iowa. If already registered, provide the date of the Vendor's registration to do business in Iowa and the name of the Vendor's registered agent.

The vendor shall include similar information for any subvendors to be engaged in any projects under this contract.

3.2.6 Experience

The Vendor must provide the following information regarding its experience:

- 3.2.6.1 Number of years in business.
- 3.2.6.2 Number of years experience with providing the types of goods and services sought by the RFP.
- 3.2.6.3 Describe the level of technical experience in providing the types of goods and services sought by the RFP.
- 3.2.6.4 List of all goods and services similar to those sought by this RFP that the Vendor has provided to other governmental entities.
- 3.2.6.5 Letters of reference from at least three (3) previous customers or clients knowledgeable of the Vendor'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 Vendor must provide résumés for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP. The following information must be included in the résumés:

- 3.2.7.1 Full name.
- 3.2.7.2 Education.
- 3.2.7.3 Years of experience and employment history particularly as it relates to the requirements of the RFP. Include experience on similar projects.
- 3.2.7.4 At least three professional references.

3.2.7.5 Specific technical accomplishments, and hardware and software expertise.

3.2.7.6 Job description for the purposes of this RFP.

The vendor shall include similar information for and subvendors to be engaged for any projects under this contract

3.2.8 Financial Information

The Vendor must provide the following financial information:

3.2.8.1 Submit audited financial statements for the last 3 years, or for the life of the company, whichever time frame is shorter.

3.2.8.2 Provide a minimum of three (3) financial references.

The vendor shall include similar information for any subvendors to be engaged in any projects under this contract.

3.2.9 Termination, Litigation, Debarment

The Vendor must provide the following information:

3.2.9.1 During the last five (5) years, has the Vendor had a contract for goods and/or services terminated for any reason, or has the Vendor received a notice of breach, notice of default, or similar notice? If so, provide full details related to the termination or notice.

3.2.9.2 During the last five (5) years, describe any damages or penalties or settlements pertaining to contract disputes under any of the Vendor's existing or past contracts as it relates to for goods and/or services performed that are similar to the goods and/or services contemplated by this RFP. If so, indicate the reason for the penalty, damages or exchange of property, goods, or services and the estimated amount of the cost of that incident to the Vendor.

3.2.9.3 During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity.

3.2.9.4 During the last five (5) years, list and summarize of all litigation, threatened litigation, administrative or regulatory proceedings, or similar matters to which the Vendor or its officers have been a party. The Vendor must also state whether it or any owners (other than general public stockholders), officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid Proposal or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid Proposal, and with respect to the successful Vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Lead Agency.

- 3.2.9.5** During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

The vendor shall include similar information for any subvendors to be engaged in any projects under this contract.

3.2.10 Acceptance of Terms and Conditions

The Vendor shall specifically agree that the Bid Proposal is predicated upon acceptance of all terms and conditions stated in the RFP. If the Vendor objects to any term or condition, the Vendor must specifically refer to the RFP page, and section. Objections or responses that materially alter the RFP may be deemed non-responsive and disqualify the Vendor. See Section 6 for further information and additional requirements.

3.2.11 Certification Letter

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

3.2.12 Authorization to Release Information

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

3.2.13 Firm Bid Proposal Terms

The Vendor shall guarantee in writing the availability of the goods and/or services offered and that all Bid Proposal terms, including price, will remain firm for a minimum of **(180)** days following the deadline for submitting Bid Proposals.

3.2.14 Bid Proposal Security

There is no bid bond required by this RFP.

3.3 Cost Proposal

The Vendor shall provide its cost proposal in a separately sealed envelope for the proposed goods and/or services. See Attachment 4. **The budget for this RFP is a not to exceed amount of \$60,000.**

Section 4 Scope of Work Requirements

4.1 Overview

The DNR reserves the right to determine whether the supportive materials submitted by the Vendor demonstrate the Vendor will be able to comply with the Mandatory Requirements. If the DNR determines the supportive materials do not demonstrate the Vendor will be able to comply with the Mandatory Requirements, the DNR may disqualify the Bid Proposal. The successful Vendor shall be obligated to provide all goods and/or services specified in this Section.

The successful Vendor shall provide the goods and/or services to DNR using the Contract in accordance with the specifications and technical requirements as provided in this Section. The Vendor shall address each requirement in this Section and indicate whether or not it will comply with the requirement. If the context requires more than a yes or no answer or the section specifically indicates, the Vendor shall explain how it will comply with the requirement. Proposals must address each requirement. Merely repeating the requirements may be considered non-responsive and may disqualify the Vendor. Proposals must identify any deviations from the requirements of this RFP or requirements the Vendor cannot satisfy. If the Vendor deviates from or cannot satisfy the requirement(s) of this section, the DNR may reject the Proposal.

4.2 Description of Statement of Work

Obligation	Task Milestone Date
<p>Task 1: Project management</p> <p>Description: Contractor shall provide a Water Quality Management Plan to the DNR that at a minimum includes the following:</p> <ul style="list-style-type: none"> 1) Causes and sources of sediment and phosphorous 2) Levels of sediment and phosphorous reduction necessary to reach water quality targets 3) Management measures needed to reach water quality targets 4) Technical and financial resources needed 5) Public outreach plan 6) Reasonable implementation schedule 7) Measureable milestones and project outcomes 8) Means to evaluate load reductions and interim milestones 9) Water quality monitoring plan <p>Review criteria for evaluating the Water Quality Management Plan is provided in Appendix A.</p>	<p>No later than 2/13/2013</p>

<p>Task 2: Project Coordination and Facilitation Description: Contractor shall facilitate at a maximum six (6) on-site meetings with the Technical Advisory Team (TAT) and/or local Steering Committee (SC) to identify project priorities, needs, issues, and potential problems. Contractor shall participate in one public on-site meeting during the project period to engage all stakeholders in development of the Water Quality Management Plan. The Contractor shall present information to the stakeholders and answer questions at the public meeting. Contractor shall educate and work with the TAT and SC to select the best alternatives for management practices to improve water quality.</p> <p>Technical Advisory Team members include, but are not limited to, those defined in Appendix B.</p>	No later than 2/13/2013
<p>Task 3: Preparation of Preliminary Design Description: Contractor shall provide, if necessary, site surveys, soil testing, quantities, methods, utility locations, maps, drawings, estimates, etc. to develop feasibility and preliminary design for Watershed and In-Lake alternatives identified for the Water Quality Management Plan.</p>	No later than 2/13/2013
<p>Task 4: Preparation of Statement of Probable Costs Description: Develop a detailed Statement of Probable Costs for use in prioritizing, scheduling, and funding of individual projects.</p>	No later than 2/13/2013
<p>Task 5: Preparation of Schedule for Implementation Description: Identify permits and reviews required for various projects. Develop schedule for implementing projects based on logical sequencing, costs, funding opportunities, and permitting.</p>	No later than 2/13/2013
<p>Task 6: Prepare Applications for Grant Funding Description: Assist the TAT and SC in following guidelines for eligibility under the various funding programs. Identify and assist with additional funding sources where possible. Prepare grant applications for funding.</p>	No later than 2/13/2013

Section 5 Evaluation of Proposals

5.1 Introduction

This section describes the evaluation process that will be used to determine which Bid Proposal(s) provides the greatest benefit. DNR will not necessarily select the Vendor offering the lowest cost; instead, DNR will select the Vendor whose Responsive Bid Proposal appears to provide the best value to the State.

5.2 Evaluation Committee

DNR intends to conduct a comprehensive, fair, and impartial evaluation of Bid Proposals received in response to this RFP. DNR will use an evaluation committee as determined by the participating Boards to review and evaluate the Bid Proposals.

5.3 Overview of Evaluation Process

The DNR shall conduct a preliminary evaluation of all submitted Technical Bid Proposals to determine if they comply with the Format and Content requirements described in Section 3.2 (*i.e.* to determine if the Vendor is a responsible Vendor submitting a Responsive Bid Proposal). Proposals that do not comply with the Format and Content requirements may be rejected as unresponsive by the Lead Agency, without further scoring of the technical proposal. Technical proposals that are deemed responsive by the DNR will be forwarded to the members of the DNR evaluation committee for scoring. All Cost Proposals will remain unopened and separated from the Technical Proposals until the DNR evaluation committee has completed its evaluation of the Technical Proposals.

5.4 Preferences

Preferences required by applicable statute or rule shall be applied, where appropriate.

5.5 Evaluation Criteria

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

- 5.5.1** Satisfactory performance on previous and present contracts similar in scope to the subject of this RFP.
- 5.5.2** Contractor's professional experience and performance record
- 5.5.3** Contractor's proposed staffing plan
- 5.5.4** Results of any requested oral presentations
- 5.5.5** Contractor's proposed work plan

Section 6 Contractual Terms and Conditions

6.0 Preface

Any contract(s) resulting from this RFP between the State and the successful vendor shall be a combination of the specifications, terms and conditions of this RFP; the offer of the vendor contained in the vendor's proposal; written clarifications or changes made in accordance with the provisions herein; and any other terms deemed necessary or acceptable by the DNR.

Any resulting contract shall be available to the public as part of the public record in accordance with applicable law.

6.1 Selection Contingent Upon Contract Negotiations

The initial selection of a bidder means that the DNR will negotiate in good faith with the selected bidder in expectation of executing a contract. If the DNR determines within its sole discretion that it cannot execute a contract with the selected bidder, then it may select a new bidder based on the next highest score or reissue an RFP at a later time.

6.2 Duration of Contract Term, and Amendments to Extend Duration of Contract

The term of the Contract shall be **1 year**, unless terminated earlier in accordance with the terms of the contract. The effective date of the contract shall not precede the date upon which both parties have signed the contract and the date upon which the contract is approved by the Natural resources Commission, if such approval is required. DNR shall have the sole option to renew and extend this Contract for subsequent periods, adding up to no more than 6 years total, by executing a signed Contract prior to the expiration of this Contract.

6.3 Acceptance of Terms and Conditions

By submitting a proposal, each vendor acknowledges its acceptance of the specifications, terms and conditions of a contract contained in this RFP, without change except as otherwise expressly stated in its proposal, and of the specifications, terms and conditions of the contract forms found in Attachment #5. If a vendor takes exception to a provision, the vendor must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the DNR, as determined in its sole discretion, resulting in possible disqualification of the vendor's proposal. With regard to the "Special Conditions" portion of the contract forms, DNR and the successful vendor may agree to modifications to the terms of the "Special Conditions" as necessary to negotiate the terms of a contract.

A vendor's failure to state an exception to any provision and propose alternative language may be deemed by the DNR to constitute vendor's acceptance thereof. The State reserves the right to refuse to enter into a contract with the successful vendor for any reason, even after delivery of notice of selection or intent to award a contract.

The terms and conditions as stated herein relate only to this RFP, and do not extend to other or future contracts a prospective vendor may currently have or may have in the future with the DNR, nor do the terms and conditions as stated herein relate to any other DNR procurement which may be in process.

6.3.1 Deadline for Execution of Contract

By submitting a proposal, each vendor agrees that any and all contracts resulting from this RFP must be negotiated and signed by all parties no later than [February 13, 2012](#), unless such deadline is extended by DNR in writing. Any failure by a successful vendor or its third party vendors to negotiate and sign a contract with the State of Iowa prior to this deadline may result in suspension or termination of negotiations with the successful vendor, and DNR may elect to negotiate with any other vendor.

**Attachment # 1
Certification Letter**

Alterations to this document are prohibited, see section 2.14.15.

[Date]

Issuing Officer Name, Issuing Officer
Agency
Agency Address

Re: Request for Proposal Number RFP **Number**
PROPOSAL CERTIFICATIONS

Dear **Issuing Officer Name**:

I certify that the contents of the Proposal submitted on behalf of **[Name of Contractor]** (Contractor) in response to **Agency** for Request for Proposal Number **RFP Number** for **Commodity Description** are true and accurate. I also certify that Contractor has not knowingly made any false statements in its Proposal.

Certification of Independence

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

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

Certification Regarding Debarment

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

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

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

7. Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2009)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Contractors to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

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

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

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

Sincerely,

[Name and Title]

Attachment #2

Authorization to Release Information Letter

Alterations to this document are prohibited, see section 2.14.15.

[Date]

Issuing Officer Name, Issuing Officer

Agency

Lead Agency Address

Re: Request for Proposal Number RFP **Number**
AUTHORIZATION TO RELEASE INFORMATION

Dear **Name of Issuing Officer**:

[Name of Contractor]_____ (**Contractor**) hereby authorizes the **Agency** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to Request for Proposal (RFP) Number **RFP Number**.

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

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

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

The Contractor further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Contractor's Proposal. The Contractor hereby releases, acquits and forever discharges any such person or entity

and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Contractor that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to RFP.

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

Sincerely,

[Printed Name of Contractor Organization]

[Name and Title of Authorized Representative]

Date

**Attachment # 3
Vendor Requirement Check List**

RFP REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
3. One (1) original and 5 copies of the Bid Proposal			
3. One (1) Public Copy with Confidential Information Excised			
3. Transmittal Letter			
3. Specifications and Technical Requirements			
3. Vendor Background Information			
3. Experience			
3. Personnel			
3. Financial Information			
3. Terminations			
3. Acceptance of Terms and Conditions			
3. Certification Letter			
3. Authorization to Release Information			
3. Firm Proposal Terms			
4. Mandatory Requirements			

ATTACHMENT # 4

Payment Terms

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

What discount will you give for payment in 15 days?

What discount will you give for payment in 30 days?

Cost Proposal

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

Deliverable Item	Firm US Dollars
[Add or modify as appropriate]	
TOTAL COST:	

Appendix A: Watershed Management Plan Criteria
U.S. Environmental Protection Agency (EPA) Region 7
Watershed Management Plan Review Criteria

Identification of Causes and Sources of Impairment

- General Watershed information including HUC information
- List of the 303d listed streams in the watershed and why listed.
- Is there a TMDL? What streams? What pollutants are addressed?
- Are there any point sources? Identify them and their potential impacts.
- What are the NPS sources of pollution in the watershed? Please note if it is not addressed in the plan then EPA 319 cannot fund it, unless the plan is modified.
- What are the current loads from all pollution sources being addressed?
- Maps are helpful, but not required.
- Are there any streams that need protecting? What impacts are threatening them?

Expected Load Reductions

- What load reductions are needed to meet designated uses in impaired streams?
- What is the source of the load reduction information? (TMDL, modeling, monitoring)
- What are the load reductions expected from BMPs? Will the proposed BMPs result in load reductions required to meet water quality standards?
- Please provide more than percentages, they are difficult to put into context.

Proposed Management Measures

- What BMPs/management measures need to be implemented to achieve the water quality goals?
- Have critical areas been identified? Are these areas mapped?
- Has the group prioritized areas of the watershed for implementation? What areas need to be addressed 1st, 2nd, 3rd, etc? What BMPs should be implemented in these areas?
- Are the BMPs and critical areas strategically targeted to have the greatest improvements in water quality?
- Does the plan quantify the projected BMPs? (i.e. miles of fencing, terracing, waterways, number of grade stabilization structures)

Technical and Financial Assistance Needs

- Do the cost estimates reflect planning and implementation costs?
- Information is provided on how the cost estimate was determined.
- All potential funding sources have been identified for federal, state, local and private.

Information and Education

- Does the plan have a reasonable strategy to inform and engage stakeholders (federal, state, local, private) in the watershed? Examples include public meetings, watershed events, multimedia campaigns, news articles, signage in high visibility areas, etc.
- Is there an evaluation process included?

Implementation Schedule

- Plan describes the scheduled order of implementation including the planning process through actual implementation of BMPs and monitoring.

- Set time frames are projected to determine progress towards meeting goals – In other words, is there a timetable for addressing priority areas, a schedule for implementing critical BMPs, etc.
- Does the schedule follow the prioritization of the critical areas? If not, is there a reasoning why?

Measurable Milestones and Project Outcomes

- Does the plan include milestones with anticipated completion dates to mark accomplishments? This information can be incorporated into the schedule.
- Is there a way for those implementing the plan to evaluate progress?
- Milestones can include implementing a certain number of BMPs, addressing a number of critical areas, number of outreach events, etc.

Load Reduction Evaluation

- This element looks for interim water quality milestones. The milestone can differ from the water quality standard violation; for example improvements in fish diversity, water clarity, benthic community, reduction of atrazine etc.
- These milestones measure progress towards meeting the overall water quality goals for the watershed.
- Does the plan identify a course of action if goals are not being met as anticipated?

Future Monitoring

- What water quality indicators should be monitored in the future? What parameters?
- Is the monitoring supporting the milestones that are identified? Will it demonstrate the effectiveness of implementing BMPs over time?

Appendix B: Technical Advisory Team Members

Mike	Ludwig	City of Des Moines	mgludwig@dmgov.org
Dan	Pritchard	City of Des Moines	dwpritchard@dmgov.org
Richard	Brown	City of Des Moines	rrbrown@dmgov.org
Teva	Dawson	City of Des Moines, Parks & Rec	TLDawson@dmgov.org
Don	McLaughlin	City of Des Moines, Parks & Rec	DLMcLaughlin@dmgov.org
Don	Tripp	City of Des Moines, Parks & Rec	DMTripp@dmgov.org
Carl	Elshire	City of Des Moines, Public Works	cwelshire@dmgov.org
Jesse	Leckband	City of Des Moines, Public Works	JFLeckband@dmgov.org
Bill	Stowe	City of Des Moines, Public Works	wgstowe@dmgov.org
Jim	Gillespie	IDALS / DSC	jim.gillespie@iowaagriculture.gov
Vince	Sitzmann	IDALS / DSC	vince.sitzmann@iowaagriculture.gov
Mel	Pins	IDNR	Mel.Pins@dnr.iowa.gov
Adam	Kiel	IDNR, 319	adam.kiel@dnr.iowa.gov
Rachel	Glaza	IDNR, 319	rachel.glaza@dnr.iowa.gov
Steve	Hopkins	IDNR, 319	stephen.hopkins@dnr.iowa.gov
Kate	Bason	IDNR, Field Office #5	Kate.Bason@dnr.iowa.gov
David	Perry	IDNR, Field Office #5	David.Perry@dnr.iowa.gov
Malia	Schepers	IDNR, Field Office #5	malia.schepers@dnr.iowa.gov
George	Antoniou	IDNR, Fisheries	george.antoniou@dnr.iowa.gov
Ben	Dodd	IDNR, Fisheries	ben.dodd@dnr.iowa.gov
Chris	Larson	IDNR, Fisheries	chris.larson@dnr.iowa.gov
Mike	McGhee	IDNR, Fisheries	mike.mcghee@dnr.iowa.gov
Randy	Schultz	IDNR, Fisheries	randy.schultz@dnr.iowa.gov
Allen	Bonini	IDNR, TMDL	allen.bonini@dnr.iowa.gov
Mimi	Wagner	ISU, Landscape Architecture	mimiw@iastate.edu
John	Downing	ISU, EEOB	downing@iastate.edu
Chris	Filstrup	ISU, EEOB	filstrup@iastate.edu
Marty	Adkins	NRCS	Martin.Adkins@ia.usda.gov
Allen	Gehring	NRCS	Allen.Gehring@ia.usda.gov
Paul	Miller	NRCS	paul.miller@ia.usda.gov
Elissa	Newton	NRCS	elissa.newton@ftw.usda.gov
Wayne	Peterson	NRCS	
Jennifer	Welch	NRCS	Jennifer.Welch@ia.nacdnet.net
Kathy	Woida	NRCS	Kathleen.Woida@ia.usda.gov
Dean	Bruscher	Polk CCB	dean.bruscher@polkcountyiowa.gov
Loren	Lown	Polk CCB	Loren.Lown@polkcountyiowa.gov
Dennis	Parker	Polk CCB	dennis.parker@polkcountyiowa.gov
Cami	Rankin	Polk CCB	

2011- 2012 Revenue Budget

- as of 10/31/11 (33.3% of budget year expired)

UNIT #	UNIT	Revenue Budget	Total Revenues Received	Balance Due	% Received
General - Fund 1					
0213	Infrastructure	\$ 3,000	\$ -	\$ 3,000	0.0%
6006	Environmental Ed	\$ 170,300	\$ 11,714	\$ 158,586	6.9%
6009	Natural Resources	\$ 322,249	\$ 229,577	\$ 92,672	71.2%
6011	Haying Operation-CBG	\$ 7,260	\$ 6,085	\$ 1,175	83.8%
6101	Administration	\$ 642,010	\$ 46,715	\$ 595,295	7.3%
6103	Community Outreach	\$ -	\$ 1,104	\$ (1,104)	0.0%
6110	Parks Advocacy Unit	\$ 514,765	\$ 195,050	\$ 319,715	37.9%
6119	Construction/Maint.	\$ 400	\$ 128	\$ 272	32.0%
6124	Equestrian Center	\$ 307,000	\$ 118,046	\$ 188,954	38.5%
Sub-Total - General Fund 1		\$ 1,966,984	\$ 608,418	\$ 1,358,566	30.9%
REAP - Fund 26					
0211	Resource Enhancement	\$ 131,000	\$ -	\$ 131,000	0.0%
Reserve - Fund 50					
0210	Trails, Special Projects	\$ 2,926,653	\$ 506,540	\$ 2,420,113	17.3%
Grand Total - Conservation		\$ 5,024,637	\$ 1,114,958	\$ 3,909,679	22.2%

2011 - 2012 Expense Budget

- as of 10/31/11 (33.3% of budget year expired)

UNIT #	UNIT	Expense Budget	Total Expended	Balance Remaining	% Expended
General - Fund 1					
0212	Capital's Infrastructure	\$ -	\$ -	\$ -	0.0%
0213	Capital's Equipment	\$ 64,700	\$ 41,586	\$ 23,114	64.3%
6006	Environmental Ed. Salaries	\$ 314,488	\$ 110,012	\$ 204,476	35.0%
	Environmental Ed. Operations	\$ 175,950	\$ 72,194	\$ 103,756	41.0%
6009	Natural Resources Salaries	\$ 634,112	\$ 254,875	\$ 379,237	40.2%
	Natural Resources Operations	\$ 425,390	\$ 292,889	\$ 132,501	68.9%
6011	Haying Operations-CBG	\$ 25,000	\$ 10,354	\$ 14,646	41.4%
6101	Administration Salaries	\$ 352,850	\$ 124,242	\$ 228,608	35.2%
	Administration Operations	\$ 1,035,980	\$ 222,771	\$ 813,209	21.5%
6103	Community Outreach Salaries	\$ 129,526	\$ 46,714	\$ 82,812	36.1%
	Community Outreach Operations	\$ 58,950	\$ 11,373	\$ 47,577	19.3%
6110	Parks Advocacy Salaries	\$ 405,185	\$ 152,599	\$ 252,586	37.7%
	Parks Advocacy Operations	\$ 194,007	\$ 23,762	\$ 170,245	12.2%
6119	Construction/Maint. Salaries	\$ 693,450	\$ 268,429	\$ 425,021	38.7%
	Construction/Maint. Operations	\$ 181,825	\$ 77,804	\$ 104,021	42.8%
6124	Equestrian Center Salaries	\$ 255,483	\$ 108,260	\$ 147,223	42.4%
	Equestrian Center Operations	\$ 164,130	\$ 63,181	\$ 100,949	38.5%
Sub-Total - General Fund 1		\$ 5,111,026	\$ 1,881,044	\$ 3,229,982	36.8%
General Supplemental - Fund 2					
All Units	Benefits (IPERS/FICA/Ins, Etc.)	\$ 918,001	\$ 314,513	\$ 603,488	34.3%
Risk Management - Fund 3					
6100	Insurance, Med., Work. Comp.	\$ 95,000	\$ 56,700	\$ 38,300	59.7%
REAP - Fund 26					
0211	Resource Enhancement	\$ 263,490	\$ 92,789	\$ 170,701	35.2%
Reserve - Fund 50					
0210	Trails, Special Projects	\$ 2,608,025	\$ 228,303	\$ 2,379,722	8.8%
Grand Total - Conservation		\$ 8,995,542	\$ 2,573,349	\$ 6,422,193	28.6%