

RFP Issue Date:

**REQUEST FOR PROPOSALS
No. LM-060909
NOTICE TO VENDORS**

**The Iowa Department of Natural Resources (DNR)
will be receiving sealed proposals until Friday,
June 26, 2009, for a Service Contract for
Printing of Construction Manuals and Project Plans**

Late proposals will not be considered. For information regarding this notice, and throughout the competitive acquisition process, interested service providers shall contact only the **Issuing Officer**:

Linda Miller, Purchasing Agent
Iowa Department of Natural Resources
502 E 9th St., Des Moines, IA 50319
515-281-3345
Fax 515-281-6794
linda.miller@dnr.iowa.gov

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

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CHAPTER 1 ADMINISTRATIVE ISSUES

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified service providers to print, distribute, and collect payment for Iowa DNR construction project manuals, project plans, and any addenda that may be required.

1.2 Background Information

The Iowa DNR currently conducts a minimum of one bid letting per month. Project manuals and project plans must be printed and made available to prospective bidders for these bid lettings. Because the potential bidders have a limited number of days to present their bids, it is crucial that these documents be printed and distributed quickly and accurately, as well as addenda when necessary.

The DNR wishes to contract the printing of these materials with a private vendor. This project requires the printing and collating of the project manual and the separate printing of the project plans. Contractors are to make contact with the printer directly to place their order for project manuals and plans and pay the printer directly. Therefore, the money transaction will be between the contractor and the printer, not the Iowa DNR.

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

Vendors should be aware of the limitations of the project scope, timeline and state resources participating when completing their proposal.

1.3 Inquiries and Communications

All inquiries and communications concerning this RFP shall be submitted in writing to the Issuing Officer:

Linda Miller, Purchasing Agent III
Iowa Department of Natural Resources
502 E 9th St., Des Moines, IA 50319
Phone: 515-281-3345
Fax: 515-281-6794
linda.miller@dnr.iowa.gov

During the procurement, including any period of evaluation, vendors shall contact **only** the Issuing Officer regarding this RFP. Discussing the RFP with any other State employee until the State issues a Notice of Intent to Award may result in disqualification.

In NO CASE shall verbal communications override written communications. Only written communications are binding on the State.

The State assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a legal contract, unless such representations are specifically incorporated into this RFP or written addenda to the

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RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing. Any information provided by the vendor verbally shall not be considered part of that vendor's proposal. The vendor must submit information in writing for the information to be considered a part of the proposal.

1.4 Schedule of Events

Summary of Schedule of Events

<u>Event</u>	<u>Date</u>
Written Questions and Requests for Clarification Due	Wednesday, June 17, 2009
Answers to Written Questions Issued	Friday, June 19, 2009
Bid Proposals Due	Friday, June 26, 2009

Please note that all times listed are Central Standard (Iowa) time.

1.4.1 Questions and Requests for Clarification

Prospective vendors are invited to submit **written questions and requests for interpretation or clarification** concerning this RFP. The questions and requests for clarification must be in writing and received by the Issuing Officer before **Wednesday, June 17, 2009**.

If the questions or requests for clarification pertain to a specific portion of the RFP, then the page(s) and section number(s) must be referenced.

Responses to timely questions and timely requests for clarification will be issued electronically on the DAS Bid Opportunity Website no later than **Friday, June 19, 2009**. DNR's responses will NOT be considered part of the RFP unless the RFP is amended to address the issues raised in the questions.

Oral questions will not be permitted. In no case shall oral communication override written communication(s) issued by the DNR.

1.4.2 Submission of Bid Proposals

Bid proposals must be received by the Issuing Officer no later than 3:00 p.m. on Wednesday, June 24, 2009. **Meeting this deadline is a mandatory requirement and will not be waived by the DNR. Proposals received after the due date and time shall not be evaluated or considered and shall be returned unopened to the sender.**

Each bid proposal shall be submitted in the required format and shall be sealed. One (1) original (with original signatures) and five (5) copies of the bid proposal shall be received by the Issuing Officer at the following address:

**Linda Miller, Purchasing Agent III
Iowa Department of Natural Resources
502 E 9th St., Des Moines, IA 50319**

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Phone: 515-281-3345

Fax: 515-281-6794

linda.miller@dnr.iowa.gov

The original shall be clearly labeled with the words "original bid proposal." Additionally, all bid proposal packages shall be clearly labeled with the following information:

- Vendor's Name and Address
- RFP No.
- Proposal Due Date
- Issuing Officer's Name

1.5 General Information Regarding the Preparation and Submission of Bid Proposals

1.5.1 Preparation of the Bid Proposal

A bid proposal must be typewritten. Changes must be lined out and initialed. The proposal format set forth in Chapter 4 shall be followed. All answers given to the questions asked in the RFP are subject to verification. Misleading, conflicting or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

1.5.2 Economy of Presentation

Proposals shall not contain promotional or display materials. Proposals must address the technical requirements. All questions posed by the request for proposal must be answered concisely and clearly.

1.5.3 Multiple Proposals

If more than one method of meeting the requirements of this RFP is proposed by the same vendor, then each method should be labeled and submitted separately. Each bid proposal shall be evaluated separately.

1.5.4 Amendment to the RFP and Bid Proposal, and Withdrawal of Bid Proposal

The DNR reserves the right to amend the RFP at any time. The vendor shall acknowledge receipt of an amendment in its proposal. If the amendment occurs after the closing date for receipt of bid proposals, then the DNR may, in its sole discretion, allow vendors to amend their bid proposals in response to the DNR's amendment if necessary.

A vendor may amend its bid proposal at any time prior to the due date for bid proposals. The amendment must be in writing, signed by the vendor and received by the time set for receipt of proposals. Electronic mail and faxed amendments will not be accepted.

Upon written notice to the Issuing Officer, vendors submitting proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Electronic mail and faxed requests to withdraw proposals will not be accepted.

1.5.5 Cost of Preparation of Bid Proposal

The costs of preparation and delivery of the bid proposal shall be solely the responsibility of the vendor.

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1.5.6 Proposals Firm and Irrevocable

It is intended that proposals will be evaluated and a Notice of Intent to Award will be issued as soon as possible following the deadline for receipt of proposals. Proposals must be held firm and irrevocable by vendors for a period of ninety (90) days following the deadline for receipt of proposals. In the event that the DNR and the successful vendor are negotiating a contract on or after the ninety days have elapsed from the date of the Notice of Intent to Award or the date on which any appeals relative to this procurement are resolved, whichever is later, the vendor agrees to hold its offer firm pending entering into a contract with the DNR.

1.5.7 Certification of Independence and No Conflict of Interest

By submission of a response to this RFP, the vendor certifies that the proposal was developed independently. The vendor also certifies that no relationship exists or will exist during the contract period between the vendor and the State that interferes with fair competition or is a conflict of interest. The State reserves the right to reject a proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the State. Vendors should complete and submit Attachment 1, *“Certification of Independence and No Conflict of Interest.”*

1.5.8 Copy Rights

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

1.5.9 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 of Iowa based on any misunderstanding concerning the information provided herein or concerning the DNR's or the State's failure, negligent or otherwise, to provide the vendor with pertinent information as intended by this RFP.

1.5.10 Vendor Qualification Requirement

Prior to execution of a contract with a successful vendor, the successful vendor must be qualified to do business with the State of Iowa by registering with the Department of Administrative Services at http://das.gse.iowa.gov/gen_info/vendor_reg.html and with the Secretary of State at <http://www.sos.state.ia.us/business/form.html>.

1.5.11 Gratuities

Iowa Code chapter 68B restricts gifts that may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Each vendor is responsible to determine the applicability of this chapter to its activities and to comply with the requirements of the law. In addition, according to the provisions of Iowa Code section 722.1 it is a felony offense to bribe or attempt to bribe a public official. A vendor should not offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of these requirements will be turned over to the proper prosecuting attorney.

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1.6 General Information Regarding Treatment of Bid Proposals

1.6.1 Rejection of Bid Proposals

The DNR shall reject outright and shall not evaluate proposals for any one of the following reasons:

- The vendor fails to deliver the bid proposal by the due date and time.
- The vendor states that a service requirement cannot be met.
- The vendor initiates unauthorized contact regarding the RFP with state employees.
- The vendor provides misleading, conflicting or inaccurate responses.

Any proposal may also be rejected outright for any one of the following reasons:

- The vendor fails to comply with or respond to any part of the RFP requiring a response.
- The vendor's response materially changes a service requirement.
- The vendor's response limits the rights of the DNR.
- The vendor consistently fails to timely include information necessary to substantiate that it will be able to meet service requirements and necessary for the proposal to be adequately evaluated. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- The vendor fails to timely respond to the State's request for information, documents, or references.
- The vendor fails to timely include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- The vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.

The DNR reserves the right to accept or reject any part of any proposal. The DNR reserves the right to reject any and all bid proposals, in whole and in part and without penalty, received in response to the RFP 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 award a contract. This RFP is designed to provide vendors with the information necessary to prepare a competitive bid proposal. This RFP process is for the DNR's benefit and is intended to provide the DNR with competitive information to assist in the selection of a vendor to provide 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.

1.6.2 Proposal Property of the Agency

All proposals become the property of the State of Iowa and shall not be returned to the vendor unless all proposals are rejected or the RFP is withdrawn by the DNR. In either event, vendors will be asked to send prepaid shipping instruments to the DNR for return of the bid proposals submitted. In the event no shipping instruments are received by the State, the bid proposals will be destroyed by the State. Otherwise, at the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be open to inspection by interested parties subject to the exceptions provided in Iowa Code Chapter 22 or other applicable law.

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1.6.3 Proposal Obligations

The content of the proposal and any clarification thereto submitted by the successful vendor shall become a part of the contractual obligation and incorporated by reference into the ensuing contract.

1.6.4 Conflicts between Terms

The DNR reserves the right to accept or reject any exceptions taken by the successful vendor to the terms and conditions of this RFP. Should the successful vendor take exception to the terms and conditions required by the DNR, the successful vendor's exceptions may be rejected and the DNR may elect to void award of the contract. The DNR may elect to negotiate with successful vendor regarding contract terms that do not materially alter the substantive requirements of the RFP or the contents of the vendor's proposal.

1.6.5 Choice of Law and Forum

This RFP and the resulting contract are to be governed by the laws of the State of Iowa. Changes in the applicable laws and rules may affect the award process of the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation of actions commenced in connection with this RFP shall be brought in the Polk County District Court for the State of Iowa. If jurisdiction is not proper in Polk County District Court, then the action shall be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum.

1.7 Information Regarding the Evaluation Process

1.7.1 Verification of Bid Proposal Contents

The content of a bid proposal submitted by a vendor is subject to verification. Misleading or inaccurate responses shall result in disqualification.

1.7.2 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.

1.7.3 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.

1.7.4 Oral Presentation

At the request of the DNR, any vendor may be required to make an oral presentation to supplement its written proposal to assist in understanding or clarifying the proposal. Any information received shall not be considered in the evaluation of the Vendor's proposal if it materially alters the content of said proposal. Any cost incidental or related to the vendor presentation shall be solely the responsibility of the vendor and the vendor shall not be compensated by the DNR.

1.7.5 Written Clarification by Vendor

The DNR reserves the right to contact a vendor after the submission of bid proposals for the purpose of clarifying a bid proposal to ensure mutual understanding. The DNR shall request the clarification in writing. Information received in response to the DNR's written

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request shall not be considered in the evaluation if it materially alters the content the vendor's proposal.

1.7.6 Nonmaterial and Material Variances

The DNR reserves the right to waive minor deficiencies in a bid proposal if, in the sole judgment of the DNR, its best interests will be served to do so. The decision regarding whether a deficiency may be waived or will require the rejection of the proposal shall be solely within the discretion of the DNR. **Each vendor is specifically notified that failure to comply with or respond to any part of this RFP requiring a response shall result in rejection of its proposal as non-responsive.**

1.7.7 Proposal Evaluation and Award

All proposals submitted shall be evaluated in accordance with the requirements set forth in Chapter 4 of this RFP. Any contract resulting from this RFP shall not necessarily be awarded to the vendor with the lowest prices. Instead, this contract shall be awarded to the compliant vendor who has the greatest number of points awarded as a result of the evaluation process.

1.7.8 Notice of Intent to Award

A Notice of Intent to Award a contract, if one is issued, will be sent by mail to the successful vendor. Copies of the Notice of Intent to Award a contract will be sent by mail to all vendors submitting a timely proposal. After the announcement of the apparent successful vendor, negotiation and execution of the contract shall commence.

1.7.9 Acceptance Period

Following the Notice of Intent to Award, if the apparent successful vendor fails to negotiate and deliver an executed contract within 90 days from the date of award, the State, in its sole discretion, may cancel the award and award the contract to the next highest ranked vendor or withdraw the RFP.

1.8 Information Regarding Confidentiality of Bid Proposals and Public Announcements

1.8.1 Proposal Announcement

The names of the vendors who submitted proposals within the time frame permitted will be immediately available after the proposal due date to any person who requests such information. The announcement of names of vendors who submitted a proposal **does not** mean that an individual proposal has been deemed technically compliant and therefore is accepted for evaluation.

1.8.2 Contents of Bid Proposals Confidential

The contents of proposals shall remain confidential until the Evaluation Committee has reviewed all of the bid proposals submitted in response to this RFP and the DNR has announced a Notice of Intent to Award a contract. See Iowa Code section 72.3. Additionally, all scoring shall remain confidential prior to the issuance of a Notice of Intent to Award a contract. Following issuance by the DNR of a Notice of Intent to Award a contract, all proposals and scoring will become public information, subject to the provisions of Iowa Code chapter 22, 561 Iowa Administrative Code chapter 2, and other applicable law.

1.8.3 Public Records and Requests for Confidential Treatment

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Following the conclusion of the selection process, the DNR may treat all information submitted by a vendor as public information unless the vendor properly requests at the time of submitting the proposal that information be treated as confidential and the vendor receives confirmation from the DNR that the vendor's request for confidential treatment has been granted.

Each vendor is encouraged to familiarize itself with the applicable provisions of law prior to submitting a bid proposal.

Any requests for confidential treatment of information must be included in a cover letter with the vendor's proposal and must enumerate the specific grounds in Iowa Code Chapter 22, 561 Iowa Administrative Code chapter 2, and other applicable law which support treatment of the material as confidential and must indicate why disclosure is not in the best interests of the public. The request 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 documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this manner.

In addition to marking the material as confidential material where it appears, the vendor must submit one hard copy, and one electronic copy on CD, of the proposal, both marked '**Public Copy**' from which the confidential information has been excised. 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 document as possible. The 'Public Copy' be submitted with the cover letter and will be made available for public inspection.

The vendor also shall include in its cover letter requesting confidential treatment a justification of its request prepared according to the provisions of 561 Iowa Administrative Code sections 2.5(2) and 2.5(7). The vendor shall specify the precise period of time for which confidential treatment is requested.

An entire proposal shall not be marked confidential. Only those sections meeting the criteria in Iowa Code Chapter 22 for confidentiality may be marked confidential information. **Costs that will be incorporated into any resulting contract can not be deemed confidential.**

The vendor's failure to request confidential treatment of material pursuant to this section and the relevant laws and administrative rules shall be deemed by the DNR as a waiver of any right to confidentiality which the vendor may have had.

1.8.4 News Releases

News releases or other materials made available to the public, the vendor's clients or potential clients pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of the DNR.

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CHAPTER 2 CONTRACTURAL TERMS AND CONDITIONS TABLE OF CONTENTS

2.0 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.

2.1 Selection Contingent On 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.

2.2 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 2, "*Contract Special Conditions*" and Attachment 3, "*Contract General Conditions*." If a vendor takes exception to a provision, it 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," 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.

2.3 Agreement Term and Renewals

The term of the contract shall be **one year**, unless terminated earlier in accordance with the terms of the contract. The effective date of the contract shall not preceed the date upon which both parties have signed the contract and the date upon which the contract is approved by the Environmental Protection Commission or the Natural Resources Commission, if such approval is required. DNR shall have the sole option to renew and

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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.

2.4 Ownership of Deliverables

By submitting a proposal, each vendor agrees that all materials, work product and other deliverables (the "Deliverables") to be produced or provided under this contract and all intellectual property rights in or related to the Deliverables shall become and remain the sole and exclusive property of the DNR. The successful vendor will be required to assign all right, title and interest in and to all Deliverables that will be owned by the DNR. As the owner of such Deliverables and related intellectual property rights, the DNR may, without limitation: (i) obtain and hold copyrights, patents or such other registrations or intellectual property protections with respect to the Deliverables as may be desirable or appropriate, (ii) adapt, change, modify, edit or use the Deliverables as the DNR sees fit, including in combination with the works of others, (iii) prepare derivative works based on the Deliverables and publish, display and distribute any Deliverable(s) in any medium, and (iv) sell, license, sublicense, lease, or permit others to use the Deliverables and any intellectual property rights therein or related thereto, all without payment of any additional compensation to vendor.

2.5 Accounting System Audit

Pursuant to the provisions of 81 IAC Chapter 26, prior to signing a service contract which exceeds \$150,000.00, the DNR shall obtain from the Auditor of State a certification stating that the vendor has an accounting system adequate to effect compliance with the terms and conditions of the contract. The vendor may be required to submit to an audit, if necessary, and shall pay for the audit, in accordance with the provisions of Iowa Code Section 11.36.

CHAPTER 3

SCOPE OF WORK REQUIREMENTS

3.0 Purpose of RFP The purpose of this RFP is for the Iowa DNR to obtain proposals to print, distribute and obtain payment from Contractors for Iowa DNR Construction Project Manuals, Project Plans and Addenda.

3.1 Background

3.2 Description of Scope of Work. DNR seeks to obtain a Vendor (Printer) to perform the following tasks:

1. Project manual is to be duplex printed on 20# white copy 8.5" x 11". Cover page is to be printed on 8.5" x 11" cardstock. Manual is to be collated and bound. Average number of individual pages in a manual is 125 with the printing done front and back. Average number of manuals needed for each project is 25. Manuals must be available for distribution 3 days after receipt of the project information from the DNR.
2. The project plans for each project are to be printed on 20# white copy, 11" x 17" paper in black ink in most instances. Other sizes of paper may be required for some projects, including sheet sizes from 18"x24" up to 30"x42".
3. Written proposal should include USPS compliant envelope for mailing to bidder and the corresponding mailing costs.
4. Printer will maintain an electronic Planholders list. This list should be kept current and will be fully updated a minimum of 48 hours before the bid letting date.

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5. Vendor will electronically notify Planholders of project addenda within 24 hours of its posting. Addenda will be in the form of 8 ½"x11" but may contain larger sheets.
6. The Iowa DNR requires 5 copies of the project manual and 5 copies of the project plans for each construction project. The Iowa DNR will not be billed for the 5 copies of the manual or the 5 copies of the plans. Any additional items needed by the Iowa DNR will be ordered and billed separately to the DNR Engineering Services, 502 E 9th St., Wallace State Office Bldg, Des Moines, IA 50319.

CHAPTER 4 SUBMISSION OF PROPOSALS

4.0 Proposal

4.1 Form of Proposals

4.1.1 Title Page

Each proposal shall include a title page created *using Attachment 4, "Proposal Title Page."*

4.1.2 Table of Contents

Each proposal shall include a "Table of Contents" showing the page numbers of each section of the proposal. **If a proposal does not clearly identify by page number or exhibit number where information is given, then the proposal shall be considered non-responsive for each such question.**

4.1.3 Statement of Understanding of and Compliance with RFP

Each proposal shall contain a signed Attachment 5, *"Positive Statement of Understanding of and Compliance with Chapter 1, Administrative Issues, and Chapter 2, Contractual Terms and Conditions."* Failure to provide this signed statement shall be deemed acceptance by the prospective vendor of the contract terms and conditions as stated in Chapter 2. The prospective vendor may take exception to the contract terms and conditions of Chapter 2 and may submit its exceptions in writing with its proposal. However, the prospective vendor's exceptions may be rejected and the entire proposal deemed non-responsive.

4.1.4 Other Attachments

All attachments to the proposal must be included for the proposal to be complete. Proposals submitted without the required attachments may be rejected.

4.2 Content Proposal

Each proposal shall contain a detailed breakdown of the monetary cost accorded by the vendor to each of the Tasks described in the Scope of Work contained in section 3.1.3. Each proposal shall be submitted in the form designated in Attachment 6, *"Cost Proposal Format."* The *"Cost Proposal Format"* is the only document on which specific pricing or reference to pricing or costs shall appear.

4.3 Vendor Information

4.3.1 Vendor Firm General Information

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The vendor may be asked to provide basic corporate and sub-contractor information to include, but not be limited to, ownership, size, relationship with larger owner, financial resources, date of incorporation, and staffing locations.

The vendor may be asked to provide detailed descriptions of three previous successfully implemented similar projects. For each project listed, the vendor shall provide the firm name; and the name, title, address, telephone number, FAX number, and email address of the contact person for that firm.

4.3.2 Vendor Project Managers and Personnel Information

The vendor's Project Manager and personnel shall be qualified to perform the Tasks required and to assure timely achievement of the Scope of Work.

4.3.3 Vendor Financial Information

Proposals must indicate whether any of the following conditions have been applicable to the vendor, or a subsidiary or intermediary company or holding company of the vendor, during the past three (3) years. If any of the following conditions are applicable, then the vendor shall state the details of the occurrence.

1. Whether a contract has been terminated for default;
2. Whether any penalties have been assessed under any existing or past contracts with the State of Iowa or other governmental entities;
3. Whether the vendor or a subsidiary or intermediary company or holding company of the vendor has been the subject of 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; or
4. Whether the vendor or a subsidiary or intermediary company or holding company of the vendor holds or has held trading in the stock of the company suspended.

4.4 Submission of Proposals

4.4.1 Number of Copies and Labeling on Sealed Envelopes

Each separately sealed package shall contain an originally signed printed original, and 5 copies. All sealed packages and printed copies shall be clearly labeled with the following information:

- Vendor's Name and Address
- Contact Person and Telephone
- Project Title and RFP Number
- Proposal Due Date and Time
- Original (or Copy)

Originally signed Proposals and all printed copies in English shall be printed on 8 ½ x 11 sheets of white paper.

For information regarding additional "Public Copies" needed in the event of a request for confidential treatment of technical proposal information, please refer to section 1.8.3.

4.4.3 To Whom Submitted

The Issuing Officer designated above shall receive all proposals.

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4.4.4 Deadline for submission

Each proposal (including technical and costs proposals) shall be received by the State by **(time and date)**. Late proposals shall be returned unopened to the sender. There is no firm timeline for completing the evaluation.

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CHAPTER 5 EVALUATION OF PROPOSALS

5.0 Proposals Not Compliant with RFP

The State will review proposals for compliance with the proposal format instructions and verify full compliance with the requirements of this RFP. Any proposal found noncompliant will be rejected and not scored. Proposals meeting all mandatory requirements will be further evaluated as specified below. The Proposals will be reviewed and analyzed by the DNR's Evaluation Committee.

5.1 Evaluation of Proposals

Proposals meeting the mandatory requirements will be further evaluated and points awarded based upon the documents provided by the vendor. No prospective vendor is promised a minimum or maximum number of points. Each proposal will be scored based on an evaluation of the following factors:

- **Presentation in Proposal**
- **Proposed Timeline**
- **Qualifications and Experience of Vendor**
- **Cost**

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**RFP ATTACHMENT 1
(used with section 1.5.7)**

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH
TECHNICAL AND COST PROPOSALS.

**CERTIFICATION OF INDEPENDENCE AND
NO CONFLICT OF INTEREST**

By submission of a proposal in response to RFP 0806005S400, the vendor certifies (and in the case of a joint proposal, each party thereto certifies) that the proposal has been developed independently, without consultation, communication or agreement with any employee or vendor of the Department who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee; the proposal has been developed independently, without consultation, communication or agreement with any other vendors or parties for the purpose of restricting competition; unless otherwise required by law, the information in the proposal has not been knowingly disclosed by the vendor and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other vendor; no attempt has been made or will be made by the vendor to induce any other vendor to submit or not to submit a proposal for the purpose of restricting competition; no relationship exists or will exist during the contract period between the vendor and the Department that interferes with fair competition or is a conflict of interest.

Signature: _____

Date: _____

Printed Name and Title: _____

Name of Vendor Organization: _____

RFP Issue Date:

**RFP ATTACHMENT 2
CONTRACT SPECIAL CONDITIONS**

RFP Issue Date:

**RFP ATTACHMENT 3
CONTRACT GENERAL CONDITIONS**

RFP Issue Date:

RFP ATTACHMENT 4

PROPOSAL TITLE PAGE

Submitted by:	
Firm Name:	
Address:	
City, State, Zip:	
Telephone:	
FAX:	
Email Address:	
Signature:	
Print Name:	
Title:	
Date:	

_____ **Original**

_____ **Copy**

_____ **Public Copy redacting information for which confidential treatment is requested. No part of a cost proposal may be held confidential. Please refer to section 1.8.3.**

RFP Issue Date:

**RFP ATTACHMENT 5
POSITIVE STATEMENT OF UNDERSTANDING OF COMPLIANCE WITH
CHAPTER 1, ADMINISTRATIVE ISSUES,
AND
CHAPTER 2, CONTRACTUAL TERMS AND CONDITIONS**

I certify that I have read and understand Chapter 1, *Administrative Issues*, and Chapter 2, *Contractual Terms and Conditions* of RFP No. _____.
I further certify that this response to RFP No. _____ complies with Chapters 1 and 2.

By signing this statement, I agree to accept the contract terms and conditions stated in Chapter 2, *Contractual Terms and Conditions*; in RFP Attachment 2, *Contract Special Conditions*; and in RFP Attachment 3, *Contract General Conditions*, except as I have specifically stated below:

I further understand and agree that the exceptions listed in this statement may be rejected by DNR and the entire proposal may be deemed non-responsive, according to section 4.1.3 of RFP No. _____.

Signature: _____

Date: _____

Printed Name and Title: _____

Name of Vendor Organization: _____

RFP Issue Date:

**RFP ATTACHMENT 6
COST PROPOSAL FORMAT**

Vendor Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc.) to provide the requested services. All pricing to be FOB Destination, freight cost included; and based on Net 60 Days Payment Terms.

Payment Milestone for Completion of Task	Firm Fixed US \$ Price
Task 1: Price per copy for project manuals based on 25 copies, 125 total pages (front/back 250). Price per copy is to be all-inclusive of the requirements listed in Chapter 3, Scope of Work.	

Signature:_____

Date:_____

Printed Name and Title:_____

Name of Vendor Organization:_____

RFP Issue Date:

**RFP ATTACHMENT 7
PROSPECTIVE VENDOR PROPOSAL CERTIFICATION**

PROPOSAL CERTIFICATION

I certify that I have the authority to bind the vendor indicated below to the specific terms, conditions and technical specifications required in the attached Request for Proposal No. _____ and offered in the vendor's proposal. I understand that by submitting this proposal, the vendor indicated below agrees to provide the services, which meet or exceed the requirements of the RFP unless noted in the proposal and at the prices quoted by the vendor.

I certify that the vendor indicated below (a) acknowledges receipt of and accepts the provisions of amendment to this RFP dated _____ **or** (b) has received no amendments to this RFP.

I certify that the contents of the proposal are true and accurate and that the vendor has not knowingly made any false or misleading statements in the proposal.

I further certify that I have the authority to bind the vendor indicated below to its costs contained in this proposal, and I certify that the quoted costs will remain binding and unchangeable for the term of any contract that may result from this proposal, in accordance with the provisions of section 1.5.6 of the RFP.

I further certify that Vendor and all Vendor personnel shall comply with Iowa information technology security statutes, rules and policies, including the provisions of the information technology security policies adopted by the Iowa Department of Administrative Services (DAS) and DNR. I understand the successful vendor and individual personnel will be asked to sign similar certifications if a contract is awarded.

Signature: _____

Date: _____

Printed Name and Title: _____

Name of Vendor Organization: _____

RFP ATTACHMENT 8

RFP Issue Date:

PROSPECTIVE VENDOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

By signing and submitting this Proposal in response to RFP No. LM-09050409, the vendor is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the vendor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the department or State with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The vendor shall provide immediate written notice to the person to which this Proposal is submitted if at any time the vendor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The vendor agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or State with which this transaction originated.
5. The vendor further agrees by submitting this Proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not

Page 1 of 2

RFP Issue Date:

proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or State with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- (1) The vendor certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or State.
- (2) Where the vendor is unable to certify to any of the statements in this certification, such vendor shall attach an explanation to this Proposal.

Signature: Date:

Printed Name and Title

Name of Vendor Organization

RFP Issue Date:

RFP ATTACHMENT 9
PROSPECTIVE VENDOR AUTHORIZATION TO RELEASE INFORMATION
(For use with sections 1.7.2 and 1.7.3)

AUTHORIZATION TO RELEASE INFORMATION

_____ (Name of vendor) hereby authorizes any person or entity, public or private, having any information concerning the vendor's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in RFP No. _____, to release such information to the Department.

The vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The vendor acknowledges that the information and opinions given by such person or entity may affect in a negative way its chances to receive contract awards from the Department or may otherwise affect in a negative way its reputation or operations.

The vendor accepts the risk associated with this authorization to release information. The vendor agrees to release all persons, entities, the Department, and the State of Iowa from any liability whatsoever that may be incurred as a result of the release of information which occurs following the execution of this authorization to release information or following the use in any way by any person of the information obtained.

Printed Name of Vendor Organization

Signature of Authorized Representative

Date

Printed Name and Title

RFP Issue Date:

**RFP Attachment 10
PROSPECTIVE VENDOR CERTIFICATION OF CONFIDENTIALITY AND
NONDISCLOSURE AGREEMENT**

**CERTIFICATION OF CONFIDENTIALITY AND NONDISCLOSURE
AGREEMENT**

I _____
(Print Name)

For _____
(Vendor)

acknowledge that in the performance of responsibilities under a contract my company may acquire or have access information regarding State of Iowa employees, clients and/or Iowa citizens and that such information is designated as "proprietary and confidential".

I acknowledge that my company may be subject to significant Federal and State criminal and civil penalties if it misuses or improperly releases / discloses the confidential information it may acquire or have access to.

Therefore, my company agrees not to disclose or misuse such information except for purposes of performing under the contract. If there is doubt over confidentiality, we will regard it as confidential information. We further agree to adhere to any written procedures and policies with respect to the handling of confidential information.

I understand, acknowledge, and agree that this confidentiality and nondisclosure agreement remains in full force and effect after the conclusion, termination or expiration of the contract.

Signature

Date

RFP Issue Date:

**RFP ATTACHMENT 11
PROSPECTIVE VENDOR
CERTIFICATION REGARDING REGISTRATION, COLLECTION, AND
REMISSION OF STATE SALES AND USE TAX**

**CERTIFICATION REGARDING REGISTRATION, COLLECTION, AND
REMISSION OF STATE SALES AND USE TAX**

Pursuant to Iowa Code sections 423.2(9A) and 423.5(8), 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 vendors 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 Request for Proposal No. _____, the undersigned certifies the following: (check the applicable box)

____ Our Company is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432;

OR

____ Our Company 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) & (43).

Our Company also acknowledges that the State of Iowa may declare our bid or resulting contract void if the above certification is false. Our Company also understands that fraudulent certification may result in the State of Iowa or its representative filing for damages for breach of contract.

Printed Name of Vendor Organization

Signature of Authorized Representative

Date

Printed Name and Title