

**STATE OF IOWA
REQUEST FOR PROPOSALS
PROFESSIONAL DESIGN SERVICES**

RFP COVER SHEET

Administrative Information

RFP Number	RFP9466.00-01	Title of RFP	DOC 3JD New Backup Generator
Agency	Iowa Department of Administrative Services (DAS)		
Project Description	The State of Iowa Department of Administrative Services (DAS) is seeking professional design services for the design of the installation of a new permanent backup generator of sufficient size to power the facility's needs in case of power disruption.		
State Issuing Officer: Michael Bradbury Issuing Officer Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut, Des Moines, IA 50319-0105 Phone: 515-823-9327 Email: construction.procurement@iowa.gov			
PROCUREMENT TIMETABLE—Event or Action			Date/Time (Central Time)
State Posts Notice of RFP on TSB website			2/10/25
State Issues RFP			2/12/25
Pre-Proposal Conference Location and Address: Iowa Department of Corrections 515 Water Street Sioux City, IA 51103 Is Pre-Proposal Conference mandatory? No If a map is needed, contact the Issuing Officer.			February 27, 2025 11:00 AM 515 Water Street Sioux City, IA 51103
Questions, requests for clarification, and suggested changes from Respondents due to Construction Procurement			March 5, 2025 by 2:00 pm
Proposals Due			March 12, 2025 by 2:00 pm
Relevant Websites			
Website where Addenda to this RFP will be posted http://bidopportunities.iowa.gov			
Website where contract terms and conditions are posted https://das.iowa.gov/sites/default/files/procurement/pdf/ConsensusDoc803.pdf			
Number of Copies of Proposals Required to be Submitted: One (1) Digital			
Firm Proposal Terms The minimum number of days following the deadline for submitting Proposals that the firm guarantees all proposal terms, including price, will remain firm is 120 Days.			

1.1 INTRODUCTION

The Iowa Department of Administrative Services (DAS) is seeking proposals from qualified and available Design companies for services, per RFP cover page, and as outlined in the following (Sections 1.2 - 1.3).

The successful proposal must:

- For the staff that will be assigned, identify and describe qualifications, experience, and expertise in providing services for similar, or relevant, projects.
- For the staff that will be assigned, provide a list of past similar or relevant projects completed in the last 5 years, and include brief descriptions of what the projects entailed and a contact name and phone number (reference). In addition provide estimated project cost, final project cost at acceptance, and whether it was completed on time.
- Describe the composition of your team. Identify staff to be assigned. Provide resumes of key individual(s) including education, relevant experience, and certifications/licensing. NOTE: Any responding company and/or consultant that is part of the project design services cannot receive an award from the resulting request for bid of construction services.
- Describe the cost estimating, status reporting, and cost reporting procedures you utilize.
- Describe computer program/software capabilities and expertise you utilize. Please describe your experience.
- Provide a copy of your organizational chart.
- Describe your experience, if any, on designing similar or relevant projects for the State of Iowa.
- Provide the hourly rates, and anticipated hours by position, for all persons (including sub-consultants) that will be assigned to the project. Also provide an estimated fee total.
- Identify desired reimbursable charges (the State has limitations, per State of Iowa Accounting Policies and Procedures 210.245), and all other charges.

1.2 SCHEDULE

DAS is seeking a firm that can commence work upon execution of a contract. Time is of the essence.

Execution of Designer's Contract	Week of March 17, 2025
Tentative Design Kick-Off Meeting	Week of March 24, 2025
100% Design Development Documents and Cost Opinion By	April 11, 2025
50% Construction Documents	April 23, 2025
95% Construction Documents and Cost Opinion By	May 2, 2025
100% Construction Documents and Cost Opinion By	May 15, 2025
Contractor Bidding	June 2025
Execution of Contractor's Contract(s)	June 2025
Submittals, Procurement and Construction	July 2025 to TBD
Close out	TBD to TBD

1.3 PROJECT DESCRIPTION

Construction Manager (Boyd Jones) has been engaged for this Project to serve as advisor to DAS and to provide assistance in administering the Contract for Design between DAS and the Designer

according to separate contract between DAS and Construction Manager. DAS is currently seeking design services from qualified firms for a project consisting of the installation of a new permanent backup generator of sufficient size to power the facility's needs in case of power disruption.

Design services shall include:

- 1.3.1** The contract for this work will be a modified ConsensusDoc 803. See link on cover page for a sample contract.
- 1.3.2** All design disciplines necessary to complete the scope of work.
- 1.3.3** Attend design kick-off meeting onsite to discuss desired outcome of the project with the Owner, Construction Manager, and Owner's maintenance staff.
- 1.3.4** Use of the State of Iowa's construction management software program for uploading all documents, submitting and approving pay apps, and construction administration. The cost for the use of the software is paid by the Owner.
- 1.3.5** Evaluate the facility's power distribution system for capacity and operational conditions for new emergency backup power generator.
- 1.3.6** Existing CAD plans are not available. PDF floor plans will be provided to the successful design firm. Accuracy of drawings shall be verified by the design firm.
- 1.3.7** Field examination of the existing buildings.
- 1.3.8** Design for scope of work. Provide material recommendations based on experience, quality, and price. Recommendations for replacements and upgrades shall include non-proprietary equipment and systems.
- 1.3.9** Provide minor drawing work to assist the Construction Manager in the development of hazardous materials bid package. This shall include providing PDF backgrounds for identification, by others, of hazardous materials removal.
- 1.3.10** Designer shall include any and all survey work required for completion of project.
- 1.3.11** Coordinate with State agencies to confirm utilities that may be abandoned as well as shut down requirements where required.
- 1.3.12** Provide detailed input of design schedule to Construction Manager for overall incorporation into master schedule.
- 1.3.13** Designer shall assist Construction Manager in the evaluation of long lead times.
- 1.3.14** Quality control during Design, Preconstruction and Construction.
- 1.3.15** Compliance with all Federal, State, and applicable AHJ codes.
- 1.3.16** Completion of State building and energy code documents, as required.
- 1.3.17** Design review will be conducted at 100% design development documents, 50% construction documents, and 95% construction documents. Dates for design review meetings to be coordinated with the design and project team and set no later than the design kickoff meeting. Review will be conducted with DAS Owner Representative, Construction Manager, and Facility Representative, at a minimum. Drawings, specifications and cost opinions (if applicable) shall be provided at least five days prior to each review meeting. An additional review meeting may be required at the end if there are discrepancies in cost opinions or constructability review questions.

- 1.3.18** Review with the Department of Inspections, Appeals, and Licensing's Building Code Bureau for approval of plans or exemption from review. All fees associated with the Bureau are the responsibility of the designer.
- 1.3.19** Develop and distribute agendas and meeting minutes for all meetings during the design phase.
- 1.3.20** Designer shall provide any information necessary to obtain utility rebates where applicable.
- 1.3.21** Construction cost opinions provided by the Design Professional team during Design (at 100% design development documents, and 95% construction documents) with a Final Estimate for construction included with bid documents, per Iowa Code.
- 1.3.22** Construction drawings, specifications (the Construction Manager will produce Divisions 00 and 01), and addenda.
- 1.3.23** Provide bid alternates as determined during the course of design and bid package development.
- 1.3.24** Assist Owner and Construction Manager in obtaining bids from qualified contractors.
- 1.3.25** Construction administration, including creation of the submittal and closeout items log, review of and responses to submittals and closeout documentation, RFIs, proposal requests, change orders, pay applications, periodic site visits, attendance at project meetings as required, participation / development of contractor punch list, closeout documentation review and approval, certificates of substantial completion, and certificates of final completion, as well as development of Architectural Supplemental Instructions for design revisions, and punch lists within the construction management software program.
- 1.3.26** Participation with project team during construction progress meetings as required. Designer shall participate in bi-weekly conference/virtual calls during the construction period.
- 1.3.27** Field Observation reports, with photos, submitted for each site inspection within five (5) days of the site visit.
- 1.3.28** Acknowledgement that all documents are copyright to the State of Iowa and shall be turned over to the State of Iowa in their native computer format. Any ASIs/RFIs/PRs and addendums will be expected to be incorporated before final posting. Both the native computer format and PDF versions shall be uploaded to the construction management software program at the end of the project.
- 1.3.29** The Department requests lump sum pricing from the respondents to this RFP, with the lump sum base scope price being inclusive of all reimbursables, such as printing, mileage and travel expenses. The Department requests the fee proposal from the respondents to this RFP be broken down as follows. These breakdown prices will be used as the schedule of values for billing purposes.
 - 1.3.29.1** Design Development Documents
 - 1.3.29.2** Construction Documents
 - 1.3.29.3** Bidding or Negotiation Assistance
 - 1.3.29.4** Construction Phase

Include at a minimum, five (5) site visits. Design kick off/Building evaluation, Design Development 100% Review, Pre-bid meeting, Substantial completion/punch list development, and one year warranty correction period visit. Design Reviews at 50% and 95% construction document development will be conducted via conference/virtual call. Beyond these site visits, each proposing firm shall provide additional visits as they see fit to complete the work of design. In addition to the lump sum pricing, the Department requests a unit price per construction inspection visit. This unit price will be additive or deductive based on the number of actual visits made.

1.4 ATTACHMENTS

1.3.30 Emergency Generator Study Completed by Engineering Design Associates, Inc. October 9, 2024. This study is for information only. Accuracy of information shall be verified by the design firm.

Iowa Department of Corrections
Sioux City, Iowa

Emergency Generator Study

Date: October 9, 2024
EDA Project #: 2425

Prepared By:



Engineering Design Associates, Inc.

385 12th Street, N.E.
Sioux Center, IA 51250
Phone: 712-722-0228
www.edaengineers.com

TABLE OF CONTENTS

1.1	INTRODUCTION.....	1
2.1	EXISTING CONDITIONS.....	1
3.1	GENERATOR SIZING.....	1-2
4.1	GENERATOR INTERTIE OPTIONS	2-3
5.1	COST OPINIONS	
	Option #1 – Portable Generator.....	3
	Option #2 – Permanent Generator.....	4
	APPENDIX A – Existing Power Riser with Site Notations	5
	APPENDIX B – Portable Generator Layout	6
	APPENDIX C – Permanent Generator Layout	7
	APPENDIX D – Site Plan Layout	8

1.1 INTRODUCTION

The purpose of this study for the Iowa Department of Corrections (DOC) facility located in Sioux City, Iowa is as follows:

- Evaluate the existing power distribution system for capacity and operational conditions.
- Determine size and location for the electrical equipment required to integrate an emergency backup generator to provide backup power for the entire facility.
- Provide cost opinions for two options:
 - Option #1 includes provisions for a portable generator which can be brought to the site and connected when/if needed.
 - Option #2 includes provisions for a permanently installed generator and automatic transfer switch.

Site observations were completed on August 13, 2024 between 2:00 PM and 3:30 PM. Exterior conditions were sunny with seasonal temperatures. The power distribution system was evaluated including opening the utility transformer and main distribution electrical gear to verify the existing conditions.

Overall, the existing facility electrical system is in good condition with no major safety violations noted. Building electrical demand information for the previous two years was received from Mid-American Energy to verify the existing peak building usage and will be used for aiding in sizing the emergency backup generator. The existing conditions, both potential emergency power system options, and cost opinions are detailed in the following report.

2.1 EXISTING CONDITIONS

Shown in Appendix A at the end of this report is the existing power one line riser detail with additional site notes included. The existing conditions which were observed matched the detailing shown on the drawings for the building addition system dated 07/13/2010. Minimal changes were observed to have been made to the existing electrical system based on the addition drawings.

The existing pad mounted utility transformer is currently located east of the resident entry to the facility. It is noted that the drawings for the 2010 addition that geothermal wells are installed in this area. See Appendix D at the end of this report for the location of the geothermal well field. Any underground work or digging should not be undertaken without first locating the existing geothermal wells and piping.

3.1 GENERATOR SIZING

For sizing the generator, the following process was used:

- Utility peak demand loads were obtained from the last 2 years of facility operation. The utility demand information was utilized as follows:
 - The peak demand recorded during this time period was 189 kW.
 - Best practices include adding 25% to the peak demand for future loads.
 - The resulting peak demand used for the generator sizing was 236 kW.
- Load staging for major building loads was reviewed.
 - The existing 60 ton condensing unit, which is installed outside at the west side of the building, provides the cooling for most of the original areas of the building. We anticipate

modifying the temperature controls system to add a delay for the startup of this equipment when under emergency power.

- For the purposes of the generator sizing calculations, we assumed a delay of at least five (5) minutes from the time of power transfer to the emergency generator.
- In the 2010 addition, the distributed heat pumps, which heat and cool the addition spaces, can also have a startup delay added when transferring to the emergency generator.
 - For the purposes of the generator sizing calculations, we assumed a delay of at least 3 minutes from the time of power transfer to the emergency generator for this equipment.

To utilize the delayed startup of the existing heating and cooling equipment, some changes to the existing temperature controls system will be required. These changes will include a wiring intertie to the emergency generator and programming changes. A placeholder cost for this work is included in the cost opinions at the end of this report.

4.1 GENERATOR INTERTIE OPTIONS

To tie-in the generator to the building power, two options were considered. Option #1 includes a portable generator which would be moved onsite in the event of a power outage. Option #2 includes a permanently installed generator with an automatic transfer switch.

Option #1: Portable Generator

Under this option, a manual transfer switch will be pad mounted adjacent to the existing utility transformer. See Appendix B for the anticipated layout of the new equipment. The transfer switch will have the following features:

- Will be rated at 1200A and carry a service entrance rating. Switch will incorporate 1200A fuses.
- Will have a connection compartment with (4) rows of Cam-Lock quick connectors for ease of connection to a portable generator.
- Will have a withstand rating of at least 42,000 AIC when used with current limiting fuses.

To accommodate the manual transfer switch, the following wiring changes will be required:

- Existing wiring from the utility transformer to the existing switchgear will be rerouted into the manual transfer switch for the load side connections.
- New wiring will be provided between the manual transfer switch and the utility transformer.
- The wiring changes noted will require an extended power outage for the facility. It is anticipated that this work will take a minimum of 3-4 days to complete. To allow the facility to continue to operate during this outage, provisions will be made for a temporary generator during the outage.

Option #2: Permanent Generator

Under this option, a new automatic transfer switch will be wall mounted near the existing utility transformer. Also, a new service entrance disconnect will be installed to provide the main power disconnection for the building. See Appendix C for the anticipated layout of the new equipment. The new equipment will have the following features:

- Service Disconnect: A new fused service disconnect switch will have the following ratings:
 - Will be rated at 1200A and carry a service entrance rating.
 - Switch will incorporate 1200A fuses.
- Automatic Transfer Switch: The power transfer switch will have the following ratings:

- Will be rated at 1200A and have a NEMA 3R enclosure.
 - Will have a withstand rating of at least 42,000 AIC when used with current limiting fuses.
- Diesel Generator: A 250 kW standby rated diesel generator with 24 hour diesel fuel storage tank will have the following included:
 - Concrete pad installation.
 - Some site work for existing concrete sidewalk removal and rerouting.

To accommodate the service disconnect and automatic transfer switch, the following wiring changes will be required:

- Existing wiring from the utility transformer to the existing switchgear will be rerouted into the automatic transfer switch for the load side connections.
- New wiring will be provided between the automatic transfer switch and the adjacent service disconnect switch.
- New wiring will be provided between the service disconnect switch and the utility transformer.
- The wiring changes noted will require an extended power outage for the facility. It is anticipated that this work will take a minimum of 3-4 days to complete. To allow the facility to continue to operate during this outage, provisions will be made for a temporary generator during the outage.

5.1 COST OPINIONS

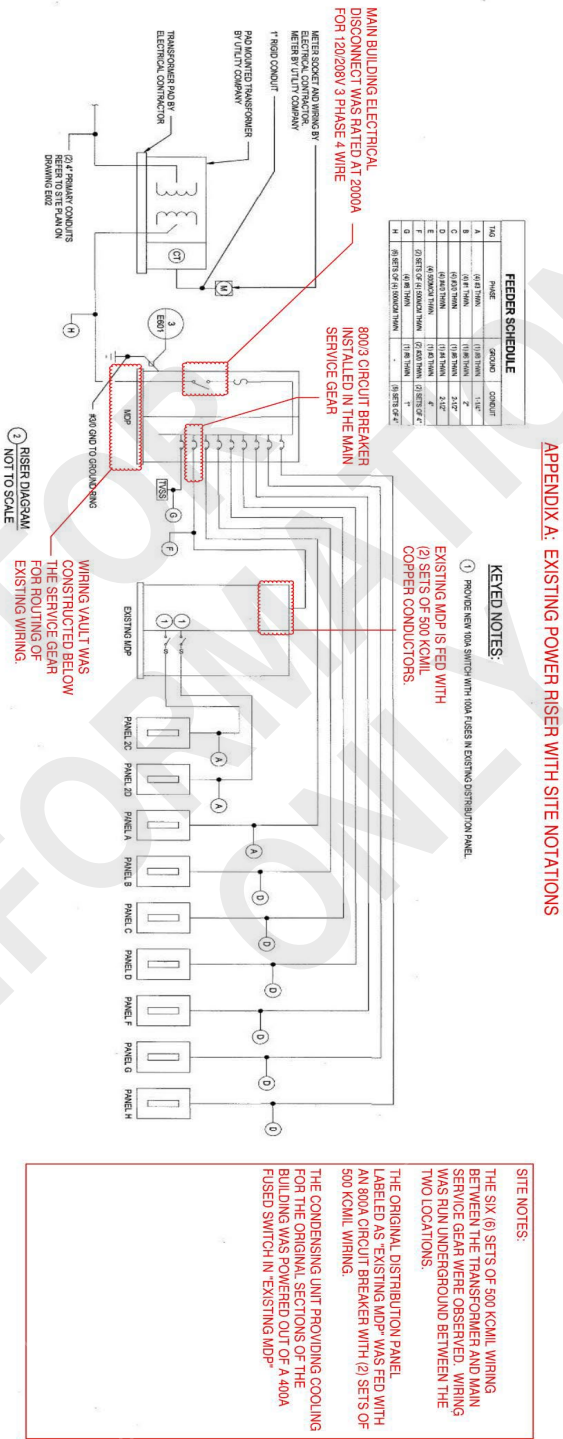
Option #1 – Portable Generator

Description of Work	Cost Opinion	Notes
Manual Transfer Switch	\$ 42,000	Includes the cost of the manual transfer switch equipment and installation.
Wiring Rework from Utility Transformer to Manual Transfer Switch	\$ 48,000	This includes cost of re-routing the existing service lateral into the manual transfer switch and providing new wiring from the transfer switch to the utility transformer.
Work on the Temperature Controls System to Delay Startup of HVAC Equipment	\$ 4,500	Includes wiring intertie to the transfer switch and programming changes to delay startup of the HVAC equipment.
Rental for 250kW Generator for (3) Working Days	\$ 12,500	Includes fuel for (3) days of operation for the generator. Assumes generator is loaded to 75%.
Work Required for Connection of the Rental Generator to the Existing Electrical System	\$ 15,000	Includes temporary wiring connections to the existing switchboard to allow the facility to operate off of the rental generator power.
Construction Contingency	\$ 15,000	Contingency to cover existing conditions at the site.
Cost Opinion Total	\$137,000	

Option #2 – Permanent Generator

Description of Work	Cost Opinion	Notes
1200A Automatic Transfer Switch	\$ 44,000	Includes the cost of the automatic transfer switch equipment and installation.
1200A Service Disconnect Switch	\$ 12,000	Includes cost of the service disconnect switch and installation
Wiring Rework from Utility Transformer to Service Disconnect Switch	\$ 48,000	This includes cost of rerouting the existing service lateral into the automatic transfer switch, providing new wiring to the service disconnect switch and providing new wiring from the service disconnect switch to the utility transformer.
Provide 250 kW Diesel Generator and Installation	\$165,000	Includes concrete pad, wiring from generator to automatic transfer switch and auxiliary power and controls interconnection.
Work on the Temperature Controls System to Delay Startup of HVAC Equipment	\$ 4,500	Includes wiring intertie to the transfer switch and programming changes to delay startup of the HVAC equipment.
Rental for 250kW Generator for (3) Working Days	\$ 12,500	Includes fuel for (3) days of operation for the generator. Assumes generator is loaded to 75%.
Work Required for Connection of the Rental Generator to the Existing Electrical System	\$ 15,000	Includes temporary wiring connections to the existing switchboard to allow the facility to operate off of the rental generator power.
Construction Contingency	\$ 15,000	
Cost Opinion Total:	\$316,000	

APPENDIX A



EXISTING POWER RISER WITH SITE NOTATIONS

APPENDIX B: PORTABLE GENERATOR LAYOUT

EXISTING FEEDER WIRING AND CONDUIT TO BE REUSED AND RE-ROUTED TO THE MANUAL TRANSFER SWITCH.

NEW PAD MOUNTED 1200A MANUAL TRANSFER SWITCH WITH 1200A FUSES.

EXISTING MID AMERICAN ENERGY TRANSFORMER, TO REMAIN.

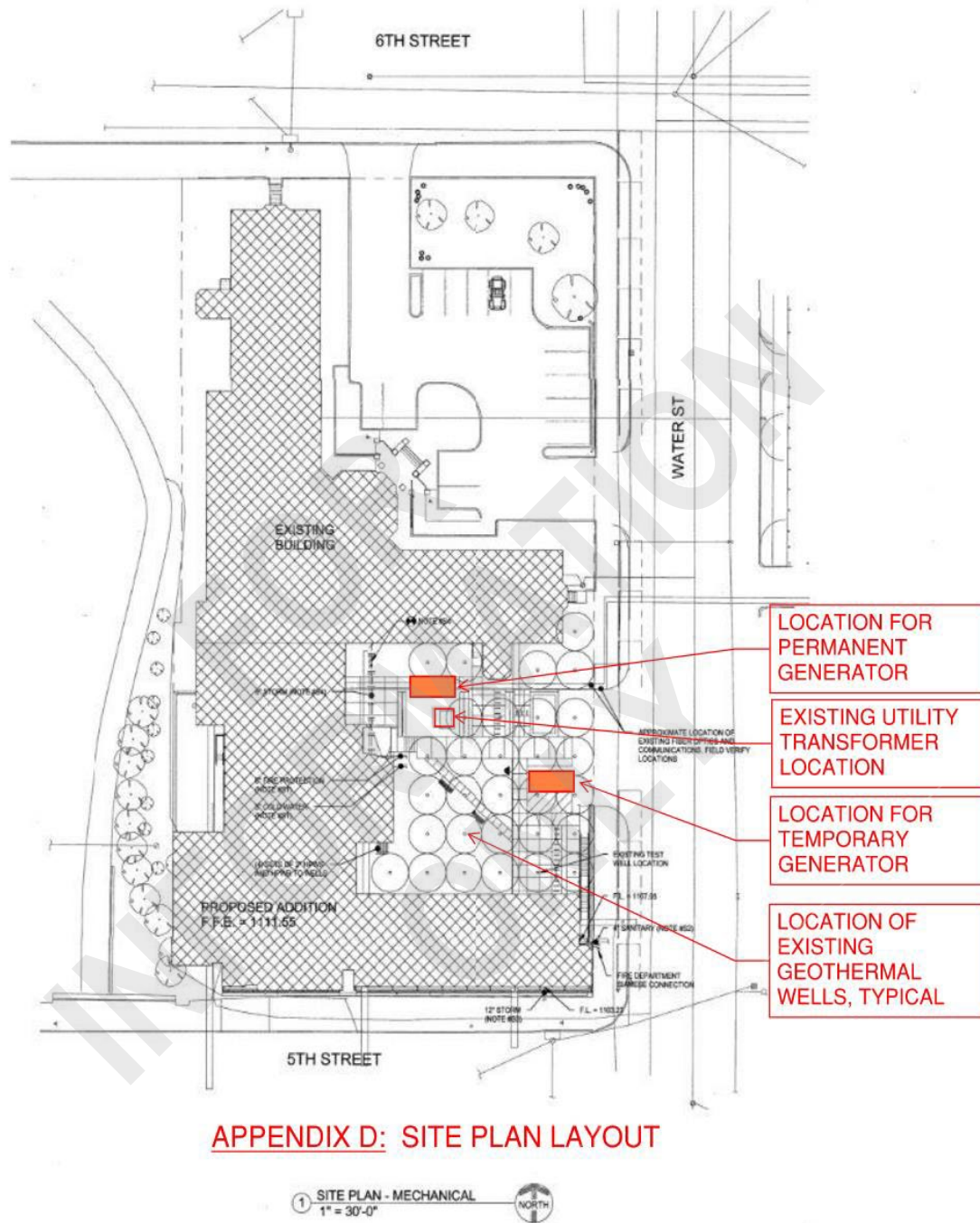
PROVIDE NEW WIRING AND CONDUIT FROM THE MANUAL TRANSFER SWITCH TO THE MID AMERICAN TRANSFORMER.

PORTABLE GENERATOR LOCATION AT THE EXISTING PAVED PARKING AREA.

PORTABLE GENERATOR LAYOUT

PERMANENT GENERATOR LAYOUT

APPENDIX D



SITE PLAN LAYOUT

2 – ADMINISTRATIVE ISSUES

2.1 GENERAL INFORMATION

- 2.1.1** DAS will evaluate the qualifications, experience, and other relevant information from companies interested in contracting with the State of Iowa to provide the necessary services to complete the project described in this RFP.
- 2.1.2** Companies certified as Targeted Small Businesses are encouraged to submit Proposals. The Iowa Department of Economic Development administer the Targeted Small Business (TSB) Program. Businesses meeting the requirements of the program are approved and registered with the Department of Economic Development and are considered Targeted Small Businesses for purposes of this RFP and most other solicitations issued by DAS. Questions concerning the TSB Program and for identification of companies certified as Targeted Small Businesses, contact the TSB Certification office in the Department of Economic Development at (515) 348-6159.

2.2 INQUIRIES

- 2.2.1** All inquiries concerning this RFP shall reference the RFP number and shall be provided (via email) to the issuing officer email address identified on the cover page of this RFP. Addenda type questions must be submitted per Schedule, Section 1.2.
- 2.2.2** Any information provided by prospective companies orally shall not be considered part of the companies Proposal.
- 2.2.3** DAS assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a contract. Oral discussions pertaining to modifications or clarifications of this RFP shall not be considered part of this RFP and are not binding.

2.3 PREPARATION OF THE PROPOSAL

- 2.3.1** **Proposals must be submitted on the Iowa [IMPACS Electronic Procurement System](#).**
Prospective companies are solely responsible for timely submission.

2.4 DATE, TIME AND PLACE TO SUBMIT PROPOSALS

- 2.4.1** As stated above the proposal must be submitted on the Iowa IMPACS Electronic Procurement System
- 2.4.2** The Proposal must be submitted into IMPACS, on or before 2:00 pm, central time on the Proposal due date.

2.5 ECONOMY OF PRESENTATION

Proposals shall address the specific RFP requirements. All questions posed by the RFP shall be answered clearly and concisely.

2.6 RFP CHANGES AND ADDENDA

Written Addenda will serve to amend the RFP documents accordingly.

2.7 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response to this Proposal, the Company certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

2.7.1 Any prices or hourly rates in this Proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competitor.

2.7.2 Unless otherwise required by law, any prices or hourly rates which have been provided in this Proposal shall not knowingly be disclosed by the Firm, directly or indirectly, to any competitor prior to the notice of intent to award a contract for services.

2.7.3 No attempt has been made or shall be made by the Company to induce any other person or Company to submit or not to submit a Proposal for the purpose of restricting competition.

2.7.4 Each person signing this Proposal certifies that:

2.7.4.1 He/she is the person in the Firm's organization responsible within that organization for the decision as to any prices being offered herein, or

2.7.4.2 He/she is not the person in the Firm's organization responsible within that organization for the decision as to any prices being offered herein, but that he/she has been authorized in writing to act as agent for the persons responsible for such decision, and

2.7.4.3 Any offer made by the submitted Proposal and any clarifications to that Proposal shall be signed by an officer of the offering Company or a designated agent empowered to bind the Company in a contract.

2.8 NOTICE OF INTENT TO AWARD

After the successful Company has been selected, a copy of the *Notice of Intent to Award* will be issued to all Companies who submitted Proposals in response to this RFP.

2.9 WITHDRAWAL OF PROPOSALS

Prospective Companies may withdraw, modify, and/or resubmit at any time prior to the date and time set for the receipt of Proposals. Once the time set for receipt of Proposals has passed, a Company shall not withdraw a Proposal for a period of sixty (60) days following the issuance of the Notice of Intent to Award a contract. Proposals shall remain open and valid for consideration by DAS throughout this period of sixty days, and until such time thereafter that written request to withdraw a Proposal is received by DAS.

2.10 DISPOSITION OF PROPOSALS

All Proposals become the property of DAS and disposition of the Proposals shall be at the sole discretion of DAS.

2.11 DISCLOSURE OF PROPOSAL CONTENT

Proposals will be placed in the public domain and be available for examination by interested parties. No Proposals shall be disclosed until after a *Notice of Intent to Award* has been issued. DAS reserves

the right to destroy all Proposals if the RFP is withdrawn or otherwise in the normal course of business. Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly and conspicuously labeled "Proprietary" in the margin of each individual page where they appear in the Proposal. Pricing information is not normally considered proprietary.

Public Records and Requests for Confidential Treatment.

The Agency's release of public records is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless Contractor requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Contractors may not request confidential treatment with respect to pricing information and transmittal letters. A contractor's request for confidentiality that does not comply with this section or a contractor's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting contractor's Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

If Agency receives a request for information that Contractor has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such material, Contractor shall, at its sole expense, appear in such action and defend its request for confidentiality. If Contractor fails to do so, Agency may release the information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Contractor fails to comply with the request process set forth herein, if Contractor's request for confidentiality is unreasonable, or if Contractor rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

2.12 PROPOSAL EVALUATION AND AWARD

The contract shall be awarded to the Company determined to be the best qualified to provide the services required under this RFP and the best value to the State.

2.13 GRATUITIES

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a State employee with the intent to influence that employee's acts, opinions and judgment or exercise the discretion with respect to that employee's duties. Evidence of violations of this statute will be turned over to the proper prosecuting attorney.

Note: The State provides reimbursement to its employees for their transportation, lodging, meals, and miscellaneous expenses that are deemed necessary.

2.14 CONFLICTS BETWEEN TERMS

DAS reserves the right to accept or reject any exception taken by a prospective Company to the terms and conditions of this RFP. Should a prospective Company take exception to the terms and conditions required by DAS, the Firm's exceptions may be rejected and the entire Proposal declared non-responsive. DAS may elect to negotiate with the Company regarding contract terms or the contents of the Firm's Proposal.

2.15 IOWA STATUTES AND RULES

The terms and conditions of this RFP, the resulting contract, or activities based upon this RFP shall be construed in accordance with the laws of Iowa.

2.16 COSTS FOR PREPARATION OF PROPOSALS

No payments will be made to cover costs incurred by any Company in the preparation or the submission of this RFP, nor for any other associated costs.

2.17 NEWS RELEASES

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

2.18 MISCELLANEOUS

2.18.1 DAS reserves the right to accept or reject any part of any Proposal, and to accept or reject any or all Proposals without penalty.

2.18.2 DAS reserves the right to waive minor deficiencies and informalities if, in the judgment of DAS, the best interests of the State of Iowa will be served.

2.18.3 DAS reserves the right to make a written request for additional information from a Company to assist in understanding or clarifying a Proposal. Any information received shall not be considered in the evaluation of the Firm's Proposal if it materially alters the content of said Proposal.

Section 3 – CONTRACT TERMS AND CONDITIONS

3.1 ELEMENTS OF CONTRACT

- 3.1.1** No contract relationship is created or implied by DAS from the acceptance of a proposal or an interview with a company in response to this RFP.
- 3.1.2** No contract relationship is created or implied by DAS from the acceptance of a proposal or an interview with a company in response to this RFP.
- 3.1.3** The proposed form of contract between the Company and the State will be a revised Consensus Doc 803, which will be modified to include the following:
 - 3.1.3.1** Incorporation, by reference, of this Request for Proposal and subsequent addenda and the Proposal submitted by the successful Firm in response to this RFP.
 - 3.1.3.2** Professional liability insurance in the amount of \$2 million will be required. See Exhibit A – Sample Insurance Certificate.
 - 3.1.3.3** The proposed project fee, start dates, and scheduling of the selected Firm's services shall be established during negotiations.
 - 3.1.3.4** *Iowa Code* Section 8.47, The Accountable Government Act, requires that the terms and conditions of service contracts shall include the following:
 - 3.1.3.4.1** The amount or basis for paying consideration to the party based on the party's performance under the service contract.
 - 3.1.3.4.2** Methods to effectively oversee the party's compliance with the service contract.
 - 3.1.3.4.3** Methods to effectively review performance of a service contract.
 - 3.1.3.5** Other terms, mutually agreeable to the State and the Firm, may be developed during negotiations with the selected Firm.

Other contract forms, as mutually agreeable, may be utilized as appropriate for additional services directly associated with this project.
- 3.1.4** This RFP does NOT establish a statewide contract.

Section 4 –REQUIREMENTS

All services to be provided by the Firm shall take into account the following assumptions:

4.1 MINIMUM FIRM QUALIFICATIONS

- 4.1.1** Firms, other than Sole Proprietorships and General Partnerships, shall be registered with the Office of the Iowa Secretary of State.
- 4.1.2** The selected Firm shall have sufficient, qualified staff to deliver the services needed. Per Chapter 26 of the Iowa Code regarding construction bids: A governmental entity shall have an engineer licensed under chapter 542B, a landscape architect licensed under chapter 544B, or an architect registered under chapter 544A prepare plans and specifications, and calculate the estimated total cost of a proposed public improvement.
- 4.1.3** The selected Firm shall have the resources and capabilities and the commitment to complete the required work in an efficient and timely manner, within the time period specified/negotiated.
- 4.1.4** DAS reserves the right to require proof of a submitting Firm's financial stability.
- 4.1.5** Failure to adhere to these instructions may be grounds for a Firm's Proposal to be found non-compliant with requirements of this RFP, and may be cause for rejection of the Proposal.

4.2 PROPOSAL CONTENT

Please do not exceed 10 MB on the file size of your proposal. The Proposal shall consist of the following elements in the order given below, and shall be limited to thirty (30) single pages or less, not including dividers, cover page, or resumes:

- 4.2.1** Letter of Transmittal/Statement of Interest including understanding and compliance with all requirements in this RFP (note section 4), email address for contact person, and acknowledgment of any addenda.
- 4.2.2** Executive Summary of the Proposal.
- 4.2.3** Response to all things in Sections 1 (1.1-1.3) and Section 4.
- 4.2.4** Company information regarding Organizational Stability, and Financial Strength (or provide Bank or Accountant reference).
- 4.2.5** Overview and Discussion of Offered Services including Approach and Methods (reference Section 1).
- 4.2.6** Estimated fee total, hourly rates, and anticipated hours by position per Section 1.1(8).

Section 5 – PROPOSAL EVALUATION, SELECTION, AND AWARD

5.1 EVALUATION PROCEDURES

- 5.1.1** Proposal packages will be opened by the Issuing Officer and the names of all Companies who submitted Proposals will be released upon request.
- 5.1.2** The Issuing Officer will review the proposals for compliance with the RFP instructions/requirements.
- 5.1.3** The Issuing Officer will retain non-compliant Proposals.
- 5.1.4** Copies of proposals determined by the Issuing Officer to be compliant with the RFP will be evaluated.
- 5.1.5** Evaluation criteria is shown in 5.2.2
- 5.1.6** All answers provided to the questions asked in this RFP are subject to verification. Misleading answers shall be grounds for disqualification at any stage in the procurement process.
- 5.1.7** DAS reserves the right to make a written request for additional information from a prospective Company to assist in understanding or clarifying a Proposal.
- 5.1.8** The Companies with the highest scoring Proposals may be selected for interviews.

5.1 SELECTION PROCEDURES

- 5.1.1** A Selection Committee will be formed to evaluate all compliant proposals. The committee's size and membership will be determined at the sole discretion of DAS.
- 5.1.2** Criteria for evaluating the proposals:
 - 5.2.1.1** Qualifications (experience and expertise of staff assigned for similar projects), firm's capabilities and financial stability.
 - 5.2.1.2** Approach and Proposed Methods.
 - 5.2.1.3** The Firm's proposed schedule with respect to the State's needs.
 - 5.2.1.4** Stipulated Fee, hourly rates, and anticipated hours by position per Section 1.1(8).
 - 5.2.1.5** Interviews (optional)

5.3 AWARD OF CONTRACT

- 5.3.1** After selection, DAS will meet with the Firm for the purpose of negotiating an Agreement that is acceptable to both parties. In the event that the parties do not achieve an acceptable agreement, DAS reserves the right, at its sole discretion, to negotiate with other RFP respondents.
- 5.3.2** Should the above process not result in a contract, DAS will re-evaluate relevant issues and take appropriate follow-up action.

Exhibit A – SAMPLE INSURANCE CERTIFICATE



SAMPLE CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
XX/XX/XXXX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Agent's Name Agent's Address		CONTACT NAME: Agent's Information PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Company A (AM Best Rated A/VI or Better) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		FAX (A/C, No): NAIC # Admitted Carriers
INSURED Designer's Name Designer's Address				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	Minimum
A	COMMERCIAL GENERAL LIABILITY		#TBD- CGL	3/1/17	3/1/18	EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY	\$1,000,000
	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$2,000,000
	OTHER:					PRODUCTS - COMPOSP AGG	\$1,000,000
							\$
B	AUTOMOBILE LIABILITY		#TBD-AL	3/1/17	3/1/18	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
C	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	DED	RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	#TBD-WC	3/1/17	3/1/18	PER STATUTE <input checked="" type="checkbox"/> OTH-ER	\$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	Professional Liability (Claims-Made Policy) Max Ded: \$25,000		#TBD- DPR	3/1/17	3/1/18	Per Claim \$2,000,000 Aggregate \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project XXXX.XX (Number varies by project)

CERTIFICATE HOLDER Iowa Department of Administrative Services (DAS) 109 SE 13th Street Des Moines, IA 50319	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

**** END OF RFP ***