

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

**RFP COVER SHEET**

**Administrative Information**

<b>RFP Number</b>	RFP 946000-01	<b>Title of RFP</b>	9460.00 DOC NCF LU B, C, and D - Roof Replacements
<b>Agency</b>	Iowa Department of Administrative Services (DAS)		
<b>Project Description</b>	The State of Iowa Department of Administrative Services (DAS) is seeking professional design services for roof replacements at Newton Correctional Facility.		
<b>State Issuing Officer:</b> Michael Bradbury Phone: (515) 823-9327 Email: <a href="mailto:construction.procurement@iowa.gov">construction.procurement@iowa.gov</a>			
<b>PROCUREMENT TIMETABLE—Event or Action</b>			<b>Date/Time (Central Time)</b>
State Posts Notice of RFP on TSB website			10/16/2024
State Issues RFP			10/18/2024
Pre-Proposal Conference Location and Address: Newton Correctional Facility at 307 S 60th Ave W, Newton, IA 50208 Virtual - Is Pre-Proposal Conference mandatory? No			10/23/2024
Questions, requests for clarification, and suggested changes from Respondents due to Construction Procurement			10/30/2024
Proposals Due			11/7/2024
<b>Relevant Websites</b>			
Website where Addenda to this RFP will be posted <a href="http://bidopportunities.iowa.gov">http://bidopportunities.iowa.gov</a>			
Website where contract terms and conditions are posted <a href="https://das.iowa.gov/sites/default/files/procurement/pdf/ConsensusDoc803.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/ConsensusDoc803.pdf</a>			
Number of Copies of Proposals Required to be Submitted: 1 Digital			
<b>Firm Proposal Terms</b> 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 11/13/2024
Tentative Design Kick-Off Meeting	Week of 11/19/2024
50% Construction Documents and Cost Opinion By	12/16/2025
95% Construction Documents and Cost Opinion By	01/06/2025
Contractor Bidding	February 2025
Execution of Contractor’s Contract(s)	March 2025
Submittals & Procurement	March 2025 – April 2025
Construction	May 2025 – August 2025
Close out	September – October 2025

### 1.3 PROJECT DESCRIPTION

Construction Manager (Boyd Jones Construction) has been engaged for this Project to serve as advisor to DAS and to provide assistance in administrating 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 roof replacements at Newton Correctional Facility.

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** At a minimum, design for construction for the following:
  - 1.3.5.1** Project includes the complete design and construction administration for the replacement of approximately 17,500 SF Per Building at DOC NCF LU B, C, and D Roofs.
  - 1.3.5.2** DOC NCF LU Building B, C, and D is a ballasted roof. It is anticipated that the new design will include a fully adhered Thermoplastic Polyolefin Membrane (TPO) Roofing for both roofs (TPO – White In Color).
  - 1.3.5.3** Design shall include new OSHA access ladder on buildings as necessary.
  - 1.3.5.4** Design shall include roof top protective walking pads for access to rooftop equipment. Including proper lapping of field roofing material and protective walking pads for proper water run-off.
  - 1.3.5.5** Where previous equipment has been abandoned, design shall include removal and infill of structure and roof that matches roof structural details and pertinent code issues.
  - 1.3.5.6** Design shall include roofing details sealing around existing fall protection devices and/or other roof device projections to meet water seal/shed intentions.
  - 1.3.5.7** Design shall include reuse of suitable existing insulation and add additional new insulation as needed to meet current R-Value and energy code. Notes to include procedures preserving all suitable insulation for reuse.
  - 1.3.5.8** Design to include note that existing ballast will be retained by Owner. Stockpile location to be defined by Owner.
- 1.3.6** Existing CAD/PDF drawings will be provided to the successful design firm if available. 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** Designer shall include any and all survey work required for completion of project.
- 1.3.10** Coordinate with State agencies to confirm utilities that may be abandoned as well as shut down requirements where required.

- 1.3.11** Provide detailed input of design schedule to Construction Manager for overall incorporation into master schedule.
- 1.3.12** Designer shall assist Construction Manager in the evaluation of long lead times.
- 1.3.13** Quality control during Design, Preconstruction and Construction.
- 1.3.14** Compliance with all Federal, State, and applicable Local codes. Including Iowa State Fire Marshall.
- 1.3.15** Completion of State building and energy code documents, as required.
- 1.3.16** Design review will be conducted at 50% construction documents, and 95% construction documents. 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 (5) 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.
- 1.3.17** Review with the State Fire Marshal's office for approval of plans or exemption from review. All fees associated with the State Fire Marshal's office are the responsibility of the designer.
- 1.3.18** Develop and distribute agendas and meeting minutes for all meetings during the design phase.
- 1.3.19** Designer shall provide any information necessary to obtain utility rebates where applicable.
- 1.3.20** Construction cost opinions provided by the Design Professional team during Design at 50% construction documents, and 95% construction documents with a Final Estimate for construction included with bid documents, per Iowa Code.
- 1.3.21** Construction drawings, specifications (the Construction Manager will produce Divisions 00 and 01), and addenda.
- 1.3.22** Provide bid alternates and unit pricing as determined during the course of design and bid package development.
- 1.3.23** Assist Owner and Construction Manager in obtaining bids from qualified contractors.
- 1.3.24** 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.
- 1.3.25** Participation with project team during construction progress meetings as required. Designer shall participate in bi-weekly conference calls during the construction period.
- 1.3.26** Field Observation reports, with photos, submitted to Construction Manager for each site inspection within five (5) days of the site visit. If observation reports are not detailed or uploaded per required (5) days and number of uploaded observation reports less than outlined in the RFP a deductive change order will remove unused visits.

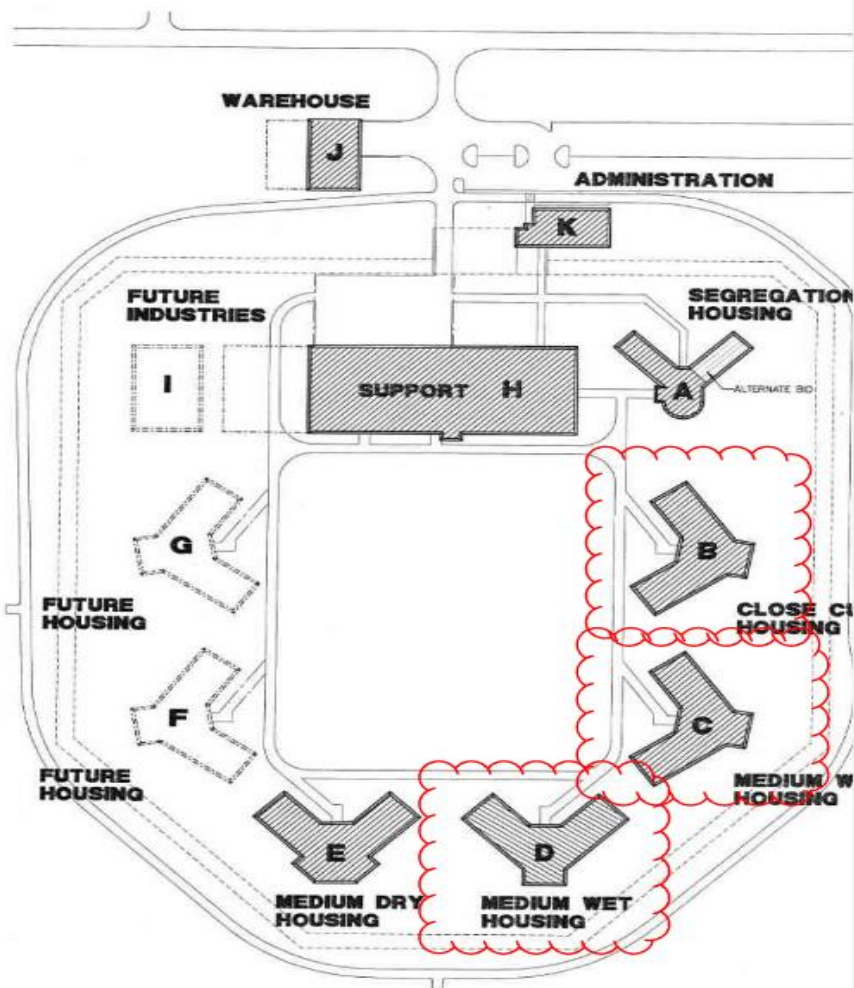
- 1.3.27** Acknowledgement that all documents are copyright to the State of Iowa and shall be turned over to the State of Iowa in their native computer format. Any ASIs/RFIs/PRs and addendums will be expected to be incorporated before final posting. Both the native computer format and PDF versions shall be uploaded to the construction management software program at the end of the project.
- 1.3.28** 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.
- 1.3.28.1** Schematic Design Documents
  - 1.3.28.2** Design Development Documents
  - 1.3.28.3** Construction Documents
  - 1.3.28.4** Bidding or Negotiation Assistance
  - 1.3.28.5** Construction Phase

Include at a minimum, eight (8) site visits. Design kick off/Building evaluation, 50% document review, Pre-bid meeting, Construction Field Observation (2), Substantial completion/punch list development, Punch list/Final Completion approval, and one year warranty correction period visit. Design Review at 95% construction document development will be conducted via conference 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**

# NEWTON CO

## NEWTON, IOWA



## **Section 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 administers 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 may be emailed to the Issuing Officer at the email address identified on the cover page of this RFP. Prospective companies are solely responsible for timely delivery.

### **2.4 DATE, TIME AND PLACE TO SUBMIT PROPOSALS**

- 2.4.1** As stated above the proposal may be emailed.

**2.4.2** The email subject line should include the following information:

**RFP 946000-01**

**DOC NCF LU BLDGS B, C, and D Roof Replacement**

**2.4.3** The Proposal must be received by DAS – Central Procurement, 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.

### **5.2 SELECTION PROCEDURES**

- 5.2.1** 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.
- 5.2.2** Criteria for evaluating the proposals:
  - 5.2.2.1** Qualifications (experience and expertise of staff assigned for similar projects), firm's capabilities and financial stability.
  - 5.2.2.2** Approach and Proposed Methods.
  - 5.2.2.3** The Firm's proposed schedule with respect to the State's needs.
  - 5.2.2.4** Stipulated Fee, hourly rates, and anticipated hours by position per Section 1.1(8).

#### **5.2.2.5 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.

## 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 administers 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.

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- 2.2.2 Any information provided by prospective companies orally shall not be considered part of the company's 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.

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**2.10 DISPOSITION OF PROPOSALS**

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**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.

