

State of Iowa
Request for Proposals RFP 914200-01
Commissioning Services for:
Oran Pape Windows

The State of Iowa Department of Administrative Services (DAS) is seeking building envelope commissioning services from qualified firms for a project consisting of repairs to the existing windows in the Oran Pape Building on the Capitol Complex in Des Moines, IA.

DAS Central Procurement, will receive emailed proposals (at the address below) until 2:00 pm, local Iowa time, Tuesday, November 26, 2019, for services related to the above project.

Late proposals will not be considered.

For additional information please contact:

Bobbi Pulley
Issuing Officer
Iowa Department of Administrative Services - Central Procurement
Hoover State Office Building, Level 3
1305 East Walnut, Des Moines, IA 50319-0105
Phone: 515/725-2893
Email: construction.procurement@iowa.gov

Section 1 – PROJECT

1.1 INTRODUCTION

The Iowa Department of Administrative Services (DAS) is seeking proposals from qualified and available 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 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 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. Services will start immediately following the Solicitation and Notice of Intent to Award process.

Post TSB:	November 7, 2019
Questions Due:	November 20, 2019 at 4:00 pm
Last Addendum Issued By:	November 22, 2019 at 4:00 pm
Proposals Due:	November 26, 2019 at 2:00 pm
Selection of CxA, Issue NOIA by:	December 6, 2019
Execution of Contract by:	December 27, 2019
CxA Design Review:	December 30, 2019 - January 13, 2020
Construction:	April 2020 – June 2020

1.3 PROJECT DESCRIPTION

- DAS is seeking building envelope commissioning services from qualified firms for a project consisting of repairs to the existing windows in the Oran Pape Building on the Capitol Complex in Des Moines, IA.
 - The following scope(s) and project characteristics have been identified for this project:
 - Drawings and Specifications are in final development and will be available for review upon selection of commissioning agent. Construction is anticipated to start in March 2020. Substantial completion for the project is anticipated to be in June 2020.
 - Water and air infiltration have been occurring around the existing windows. The scope of this project will be to remove the existing windows, make repairs to and fill voids around the window jambs/sills, and reinstall the existing windows with proper sealant.
 - Anticipated systems to be commissioned include:
 - Modifications to existing window assemblies.

- This project will be out for construction bids early February 2020.
- **Scope of Work**
 - **Administrative**
 - Construction Manager (DCI Group) has been engaged for this Project to serve as advisor to the Owner and to provide assistance in administrating the Contract for Commissioning Services between Owner and the Commissioning Agent according to separate contract between Owner and Construction Manager.
 - Agreement between the Owner and Commissioning Agent will be a modified ConsensusDoc 803. Insurance requirements are listed in the sample contract on the procurement website.
 - The Commissioning Agent shall use the State of Iowa's Construction Management Software throughout duration of the project. The cost for the use of this software is paid by the Owner.
 - Commissioning Agent shall acknowledge that all documents are copyright to the State of Iowa and need to be turned over in their native computer format.
 - The Commissioning Agent shall develop and distribute agendas and meeting minutes for all meetings during the commissioning process.
 - **Commissioning Requirements**
 - Review the design documents (drawings and specifications) and provide comments and suggestions for designer consideration in regards to the window modifications.
 - Prepare and develop a comprehensive commissioning plan.
 - Develop a procedure for testing of the window systems and a commissioning specification for incorporation into the bidding documents for contractors.
 - Provide bid assistance in the form of response to questions developed by potential bidders during the bidding process.
 - Prepare a commissioning outline to coordinate and direct the commissioning activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation and clear and regular communication and consultations with all necessary parties.
 - Organize and lead the commissioning team.
 - Schedule and lead commissioning meetings
 - Review the project schedule periodically to ensure commissioning activities are properly incorporated; provide feedback to the designer as needed.
 - Review Contractor submittals applicable to systems being commissioned for compliance with commissioning needs. Critical submittals shall be reviewed and returned within five days.
 - Conduct an onsite visit to review the existing conditions once a window is removed and to monitor the re-installation process and provide feedback.
 - Monitor on-site testing, to be conducted by the contractor, of windows after work is complete. Testing shall occur at a minimum of (2) windows per elevation.
 - **Meetings and Site Visits**
 - Conduct (1) meeting with the CM and Designers to understand the Project Requirements and provide meeting minutes.
 - Attend 95% CD review meeting to provide comments and feedback from commissioning review of the project documents.
 - Attend (1) construction kickoff meeting to review project requirements with the successful contractors.
 - Perform a minimum of two on-site observations during construction to observe existing conditions and monitor the re-installation process.
 - Provide site visits as needed to monitor the required testing of the windows.
 - Participate in meetings to review construction progress and commissioning items on an as needed basis on site or via conference call.
 - Field observation reports shall be submitted to DCI Group for each site inspection within five (5) days of the site visit.

- **Close-Out Requirements**
 - Prepare and submit a final commissioning report. Final commissioning report shall include:
 - An executive summary, list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods.
 - The report shall contain the disposition of the commissioning authority regarding the adequacy of the installation meeting the contract documents in the following areas:
 - ✓ Installation and materials meeting the specifications.
 - ✓ Performance and results of window testing.
 - Appendices shall contain acquired sequence documentation, logs, meeting minutes, progress reports, deficiency lists, site visit reports, findings, unresolved issues, communications, etc.

1.4 ATTACHMENTS

- Sample Agreement

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 914200-01
Oran Pape Windows – Commissioning**

- 2.4.3 The Proposal must be received by DAS – Central Procurement, on or before 2:00 pm, local Iowa 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:

- A. 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.
- B. 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.
- C. 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.
- D. Each person signing this Proposal certifies that:
 - 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. 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
 - 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 (sample attached), which will be modified to include the following:
 - a. Incorporation, by reference, of this Request for Proposal and subsequent addenda and the Proposal submitted by the successful Firm in response to this RFP.
 - b. Professional liability insurance in the amount of \$2 million will be required.
 - c. The proposed project fee, start dates, and scheduling of the selected Firm's services shall be established during negotiations.
 - d. *Iowa Code* Section 8.47, The Accountable Government Act, requires that the terms and conditions of service contracts shall include the following:
 - (1) The amount or basis for paying consideration to the party based on the party's performance under the service contract.
 - (2) Methods to effectively oversee the party's compliance with the service contract.
 - (3) Methods to effectively review performance of a service contract.
 - e. 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:

- A. 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.
- B. Executive Summary of the Proposal.
- C. Response to all things in Sections 1 (1.1-1.3) and Section 4.
- D. Company information regarding Organizational Stability, and Financial Strength (or provide Bank or Accountant reference).
- E. Overview and Discussion of Offered Services including Approach and Methods (reference Section 1).
- F. 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.

5.2 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:
 - a. Qualifications (experience and expertise of staff assigned for similar projects), firm's capabilities and financial stability.
 - b. Approach and Proposed Methods.
 - c. The Firm's proposed schedule with respect to the State's needs.
 - d. Stipulated Fee, hourly rates, and anticipated hours by position per Section 1.1(8).

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.

Appendix A – EQUIPMENT LIST

School:

Boilers (4)

Pumps (5)

AHU hot water coils (4)

Domestic hot water heat exchanger

Glycol heating water heat exchanger

Cottage 3 & 4:

RTU3-1

RTU3-2

RTU4-1

RTU4-2

Cottage 5 & Receiving:

RTU5-1

RTU5-2

ERV5-1

RTU6-1

RTU6-2

ERV6-1

Gas Furnaces (3)

Cottage 7 & 8:

RTU7-1

RTU7-2

ERV7-1

RTU8-1

RTU8-2

ERV8-1

Gas Furnaces (3)

Admin Building:

Boilers (3)

A.E. Shepherd:

Boilers (3)

Pumps (3)

Canteen:

AHU-1

Kitchen:

Boilers (3)

Pumps (2)

Hot water unit heaters and fin tube (32)

Corbett Miller

Boilers (3)

Pumps (2)

Vocational:

Gas Furnace (1)