STATE OF IOWA REQUEST FOR PROPOSALS PROFESSIONAL COMMISSIONING SERVICES

RFP COVER SHEET

Administrative Information

RFP Number	RFP905403-01	Title of RFP	IMCC Boiler Replacement Commissioning					
Agency	lowa Department	of Administrat	tive Services (DAS)					
Project Description	commissioning ser	vices for the re	ent of Administrative Services (DAS) is seeking professional the replacement of three Gas Fired Steam Boilers at the Iowa er (IMCC), Coralville, Iowa.					
State Issuing Off Bobbi Pulley Phone: 515-322- Email: <u>constructi</u>		wa.gov						
PROCUREMENT	TIMETABLE—Event o	Date/Time (Central Time)						
State Posts Notic	e of RFP on TSB web	site		09-17-21				
State Issues RFP				09-20-21				
Pre-Proposal Conference Virtual Meeting: Call in Meeting <u>Click here to join the meeting</u> Or call in (audio only) +1 515-589-7333 Phone Conference ID: 290 988 859# Is Pre-Proposal Conference mandatory? No				Tuesday, 09-28-21 @ 9:00 am				
	ests for clarification, a et a construction Pro		changes from	09-30-21 by 2:00 pm				
Proposals Due				10-07-21 @ 2:00 pm				
Pre-proposal Vir	tual Meeting Link:							
Relevant Websit	es							
Website where A	ddenda to this RFP v	vill be posted <u>k</u>	http://bidopportunitie	s.iowa.gov				
	ontract terms and cc .gov/sites/default/fil		osted nt/pdf/ConsensusDoc8	<u>303.pdf</u>				
Number of Copie	es of Proposals Requi	red to be Subn	nitted: 1 Digital					
Firm Proposal Te		ng the deadlin	e for submitting Propo	osals that the firm guarantees all				

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.

Section 1 – PROJECT

1.1 INTRODUCTION

The lowa Department of Administrative Services (DAS) is seeking proposals from qualified and available Commissioning 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 commissioning 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 commissioning 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.

Tentative Commissioning Kick-Off Meeting	Week of October 18, 2021		
100% Design Development Documents Review for Boilers #2 and	Week of November 22, 2021		
#3			
95% Construction Documents Review for Boilers #2 and #3	Week of December 13, 2021		
100% Construction Documents Review for Boilers #2 and #3	Week of December 20, 2021		
Boiler #1 Construction Commissioning	December 2021 – January 2022		
Boilers #2 and #3 Contractor Bidding	February 2022		
Boilers #2 and #3 Submittals, Procurement, Construction and	March – October 2022		
Commissioning			
Close out	November 2022		

1.3 PROJECT DESCRIPTION

Samuels Group 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 commissioning services from qualified firms for a project consisting of the replacement of three Gas Fired Boilers at the Iowa Medical Classification Center (IMCC), Coralville, Iowa. The original boiler plant was comprised of (1) 250 BHP boiler (Boiler #1) and (2) 150 BHP boilers (Boilers #2 and #3). Boiler #1 is being replaced with a Hurst 300 BHP steam boiler that has been designed and is currently under construction. Boilers #2 and #3 are currently in the schematic design phase and

at this time the replacements are expected to be (2) 200 BHP steam boilers. Related components for the above boilers to be replaced include piping, electrical, controls, flues, etc. The deaerator tank is expected to remain the same but the water treatment system and condensate return system may be replaced or altered. DAS is seeking limited construction phase only commissioning services for Boiler #1 and full commissioning for Boilers #2 and #3, starting in design. It is expected there will be a separate set of commissioning and back-check visits for Boiler #1.

Commissioning Services shall include the following:

DESIGN PHASE:

- DAS has engaged the services of Shive Hattery for design services of all (3) new boilers. The commissioning agent shall coordinate with selected design firm throughout the project.
- Commissioning agent will be expected to present their opinion on concepts presented by the design team.
- o Provide input and assist the owner in developing the owner's project requirements.
- Develop and provide initial commissioning plan. The plan shall include 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.
- Provide commissioning specifications for the construction documents with review by the design team, for inclusion in their construction specifications.
- Review design documents prepared by design team for compliance to design intent, owner's requirements, and commissioning requirements and attend design review meetings.
- Collaborate with the Construction Manager, Design Team, and Owner for work scope breakdown to be incorporated into the construction documents.
- Update and provide commissioning plan for the construction phase. Organize the commissioning plan activities, timeline, forms, team members, protocols, documentation, and communications to provide for a complete and comprehensive commissioning plan.

• CONSTRUCTION PHASE:

- o Schedule, organize, and lead commissioning team and meetings and one controls review meeting.
- Schedule and conduct pre-construction scope meeting to discuss commissioning process with contractors, subcontractors, commissioning team, owner, facility staff, and construction manager. This meeting can be in conjunction with the scheduled pre-construction meeting for the project.
- Review submittals pertaining to equipment designated for commissioning to ensure all equipment meets project requirements. Update commissioning plan for approved products and components. Provide commissioning schedule for the contractor to incorporate into the project schedule.
- Attend selected planning and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies.
- Establish and update an Issues Log for tracking issues needing resolution.
- Participate in bi-weekly conference calls during the construction period.
- Provide pre-commissioning checklists, start-up plans, and start-up documents for contractors to utilize during construction activities and start up.
- Develop specific equipment and system functional performance test procedures, review documented executed tests, adjustments, and balancing for compliance. Document testing.
- Perform on site observations and review system installations for compliance with specifications and commissioning compliance as needed. Document and provide report of all observed conditions and activities. Specifically note any non-compliant work activities and actions required to correct such items. Provide field observation reports within five days of site visit.
- Perform on site back check of commissioning items.

<u>CLOSEOUT PHASE:</u>

- Review O&M's for compliance and completeness.
- Review, pre-approve, organize, and coordinate the training provided for Operations and Maintenance Staff. Verify and document training acceptance.
- Complete commissioning report and submit to the State of Iowa, Construction Manager, and Design Team for review.
- The commissioning report shall include the following:
 - An executive summary, list of participants and roles, building description, overview of commissioning and testing scope and a general description of testing and verification methods.
 - For each piece of commissioned equipment, the report should contain the disposition of the commissioning agent regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
 - Equipment meeting the specifications,
 - Equipment installation,
 - Functional performance and efficiency,
 - Equipment documentation and design intent,
 - Operator training, and
 - List any non-compliant items.
- GENERAL ITEMS:
 - The contract for this commissioning work will be a modified ConsensusDoc 803. See link on cover page for a sample contract.
 - Include Quality control related to commissioning of the new boilers and boiler system components during Design, Preconstruction and Construction.
 - The State of Iowa utilizes Procore construction management software program to assist in its projects. The commissioning team will be expected to use this site for contracting, change orders, uploading documents, submittal review (related to commissioning), construction administration, invoicing, and project sign-off.
 - The Department requests lump sum pricing from the respondents to this RFP, with the lump sum base scope price being inclusive of 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.
 - Design Review
 - Boiler #1 Construction Commissioning
 - Boilers #2 and #3 Construction Commissioning
 - Close-out/Final Report

Include at a minimum, Six (6) site visits. Commissioning kick off, Commissioning contractor meeting, two (2) construction progress visits and two (2) back-check visits. It is expected the design reviews and controls review will be conducted via conference call. Beyond these site visits, each proposing firm shall provide additional visits as necessary to complete the work of commissioning. 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.

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 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 areconsidered 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:

RFP905403-01

IMCC Boiler Replacement-Commissioning

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 lowa 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.

<u>Note</u>: 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 proposalor 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** *lowa 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 befound 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 aprospective 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:
 - **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).

5.3 AWARD OF CONTRACT

- **5.3.1** After selection, DAS will meet with the Firm for the purpose of negotiating an Agreementthat 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			DATE	(MMJDDJYYYY)		
C	/		ICATE OF LIABI		E xx/	xx/xxxx			
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PRODUCER Agent's Name Agent's Address				CONTACT Agent's Information PHONE FAX					
Age	art 5 Address		AD	INS		DING COVERAGE it Rated A/VI or Better)	NAIC#		
INSURED				INSURER A : INSURER B :					
	igner's Name		INS	INSURER C :					
Designer's Address				INSURER D :					
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_	PTION OF OPERATIONS / LOCATIONS / VEHICI	ES (ACOPT) 101. Additional Remarks Schadule or	ay be attached if no	re space la recul	redi			
-	ject XXXX XX (Number varies by p	roject)	0	NCELLATION					
CERTIFICATE HOLDER Iowa Department of Administrative Services (DAS) 109 SE 13th Street Des Moines, IA 50319				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
			417	AUTHORIZED REPRESENTATIVE					
				Signatur					
_						ORD CORPORATION All rid			

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**** END OF RFP ****