

**DEPARTMENT OF PUBLIC DEFENSE  
REQUEST FOR PROPOSALS  
PROFESSIONAL DESIGN SERVICES**

**RFP COVER SHEET**

**Administrative Information**

<b>RFP Number</b>	RFP582JB21-02	<b>Title of RFP</b>	Selection of A/E Design Firm – Readiness Center and SE Fire Station & Training Facility
<b>Agency</b>	Iowa Department of Public Defense and City of West Des Moines, Iowa		
<b>Project Description</b>	The Department of Public Defense (DPD), on behalf of the Iowa National Guard (IANG), and the City of West Des Moines - is seeking professional design services for the Readiness Center and SE Fire Station & Training Facility.		
<b>State Issuing Officer:</b> Jocelyn Brincks Iowa Department of Public Defense Bldg 3465, Camp Dodge 7105 NW 70 <sup>th</sup> Ave. Johnston, IA 50131-1824 <b>Phone:</b> 515.252.4522 <b>Email:</b> <a href="mailto:jocelyn.brincks@iowa.gov">jocelyn.brincks@iowa.gov</a>			
<b>PROCUREMENT TIMETABLE—Event or Action</b>			<b>Date/Time (Central Time)</b>
Agency Posts Notice of RFP on TSB website			May 4, 2021
Agency Issues RFP			May 6, 2021
Pre-Proposal Conference Location and Address*: <b>Bldg 3583, Camp Dodge</b> 7105 NW 70 <sup>th</sup> Ave. Johnston, IA 50131  <b>Pre-Proposal Conference is NOT Mandatory</b> <i>*Valid government issued photo id is required to gain access to Camp Dodge</i>			June 1, 2021 @ 10:00 am
Questions, requests for clarification, and suggested changes from Respondents due to Issuing Officer			June 4, 2021 @ 4:00 pm
Responses to Questions posted via Addendum to RFP (on or before)			June 9, 2021 @ 4:00 pm
Proposals Due			June 17, 2021 @ 2:00pm
Anticipated Contract Award Date (Notice of Intent to Award)			Week of June 28, 2021
<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://dpd.iowa.gov/sco/doc/terms/050116%20terms%20services.pdf">https://dpd.iowa.gov/sco/doc/terms/050116%20terms%20services.pdf</a>			
<b>Number of Copies of Proposals Required to be Submitted:</b>			1 Digital (via email)
<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 180 Days.			

## Section 1 – PROJECT

### 1.1 INTRODUCTION

The Iowa Department of Public Defense (Agency / Owner) is seeking proposals from qualified and available Architectural / Engineering Design companies (Firms) for services, per RFP cover page, and as outlined in Sections 1.2 and 1.3.

#### **The Successful Proposal MUST:**

- 1.1.1** Provide an organizational chart for your team for the staff that will be assigned. Staff members must include at a minimum: project manager, architect (can be same as project manager), mechanical engineer, electrical engineer, structural engineer, civil engineer, LEED consultant, RCDD certified communications engineer and fire protection engineer.
- 1.1.2** Provide resumes of key individual(s) from Item 1.1.1, including education, relevant experience, and certifications/licensing. Identify and describe qualifications, experience, and expertise in providing services for similar, or relevant, projects. Information may be submitted in the Standard Form 330, but the SF 330 format is not required. Maximum two (2) pages per individual.  
**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.**
- 1.1.3** For the staff that will be assigned, provide a list of past similar or relevant projects completed in the last 7 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 the project was completed on time. Maximum two (2) pages per staff member.
  - 1.1.3.1** Provide a chart with the submitted projects on one axis and the consulting team firms / members on the other axis, showing which team members proposed for this project were involved in the design of the submitted project(s).
- 1.1.4** Provide a narrative statement of your Firm's approach to large project design and the methodology you propose to use to deliver the required products on time. This should be a short section that gives the Selection Committee a clear understanding of how the team will be organized and managed from contract execution through bid acceptance. Describe the tools the Firm will use to produce the design documents required by the contracts resulting from this RFP, and any other information you feel may set your Firm apart from other prospective companies.
  - 1.1.4.1** Describe the cost estimating, status reporting, and cost reporting procedures you utilize.
  - 1.1.4.2** Describe computer program/software capabilities and expertise you utilize. Please describe your experience.
- 1.1.5** Provide the LEED v. 4-NC checklist and any illustrative narrative that demonstrates how the firm proposes to achieve LEED Silver certification.
- 1.1.6** Provide your cost proposal for Project 1 (see Section 1.3) as a lump sum with the following identified:
  - 1.1.6.1** Investigation, Soils Inspection and Reporting, Permitting, etc.
  - 1.1.6.2** Production of a Site Master Plan
  - 1.1.6.3** Production of Plans and Specifications
  - 1.1.6.4** Identify desired reimbursable charges (the State of Iowa has limitations, per State of Iowa Accounting Policies and Procedures 210.245), and all other charges (e.g. printing, etc.).

### 1.2 SCHEDULE

DPD is seeking a firm that can commence work upon execution of a contract. Provide a design development timeline from the anticipated contract award date (see RFP cover page), through delivery of bid final (100%) design documents for review, for Project 1, as described in Section 1.3. **Required design completion date is 31 July 2022.**

### 1.3 PROJECT DESCRIPTION

The purpose of this RFP is to identify a consultant to perform professional investigative and design services. This project ("Project 1") is a roughly 57,002 SF Army National Guard Readiness Center co-located with a future Fire Station and Training Center serving the City of West Des Moines. The Readiness Center (RC) is the primary facility driving this RFP and scope discussed below is related strictly to that facility. The schematic design effort (10% submittal) will include a site plan showing desired future site ingress and egress, as well as proposed location(s) for West Des Moines Fire Department improvements. Design and construction of those improvements will be done separately, although it is the intent of this RFP to select the firm that will design those facilities.

The RC primary facility consists of the RC building, a controlled waste handling facility, a flammable materials handling facility, a back-up generator and electricity producing photovoltaic system and a geothermal heating loop system. Supporting facilities include pavement for parking of military and privately owned vehicles, access roads and sidewalks, a wash platform, a loading ramp, a flagpole, storm water management facilities, and all required site utilities and clearing/grubbing of the site. All building shall be of permanent construction materials that will last given proper care and maintenance in excess of 70 years. The RC building contains an assembly hall, caged storage, unit supply and vault (secured) storage, kitchen, classroom, individual equipment storage, latrine/shower/locker room spaces, physical fitness area, and unit administration areas. Finishes throughout are analogous to school buildings in type and quality. All construction will meet applicable State of Iowa adopted building and safety codes, as well as applicable Unified Facility Criteria. All available site utility and topographic data maintained by the Iowa Army National Guard will be provided to the successful offeror. Soils investigation will be required by the design firm/team as part of their investigation. The site is located in West Des Moines SW of the intersection of Veterans Parkway and Maffitt Lake Road on approximately 48 acres. Land is currently agricultural and is basically gently sloping to rolling in topography. All utility services are available (or will be available soon) along either of the main intersecting roads. The project must meet and be certified by the US Green Building Council as LEED Silver.

**The budget for the readiness center is currently set at \$18,430,000 million** – use this scope for the Cost Proposal. Follow-on projects with the City of West Des Moines will be defined and design proposals requested at a later date.

**Design services shall include:**

- 1.3.1** The Scope of Design Services as outlined in Attachment A to this RFP.
- 1.3.2** An example of the contract for this work with General Terms & Conditions is included as Attachment C to this RFP.

### 1.4 ATTACHMENTS

- 1.4.1** Attachment A – Scope of Design Services
- 1.4.2** Attachment B – Insurance Certificate Example
- 1.4.3** Attachment C – Contract Example

## **Section 2 – ADMINISTRATIVE ISSUES**

### **2.1 GENERAL INFORMATION**

- 2.1.1** DPD will evaluate the qualifications, experience, and other relevant information from companies interested in contracting with the Department of Public Defense to provide the necessary services to complete the Project described in this RFP.
- 2.1.2** Companies certified as Targeted Small Businesses are encouraged to submit Proposals. The Iowa Department of Economic Development administer the Targeted Small Business (TSB) Program. Businesses meeting the requirements of the program are approved and registered with the Department of Economic Development and are considered Targeted Small Businesses for purposes of this RFP and most other solicitations issued by DPD. 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 AND COMMUNICATION**

- 2.2.1** The Issuing Officer identified on the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.
- 2.2.2** Firms are invited to submit written questions and requests for clarifications regarding the RFP; all questions and requests for clarifications must be in writing and received by the Issuing Officer by the due date listed on the RFP cover sheet.
- 2.2.3** Responses to all questions received will be provided in writing via addendum to the RFP.
- 2.2.4** 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.
- 2.2.5** Any information provided by prospective companies orally shall not be considered part of the Firm's Proposal.
- 2.2.6** DPD 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.
- 2.2.7** A Firm may be disqualified if they contact anyone besides the Issuing Officer regarding this RFP. This includes City of West Des Moines and State of Iowa employees (including members of the Iowa National Guard); with the exception of communication with the Targeted Small Business Office per Section 2.1.2.

### **2.3 PREPARATION OF THE PROPOSAL**

**Proposals shall 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 shall be emailed.
- 2.4.2** The email subject line should include the following information:  
**RFP582JB21-02 – West Des Moines Readiness Center**
- 2.4.3** The Proposal must be received by the Issuing Officer, 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. Firms must acknowledge all Addenda in the Transmittal Letter (see 4.2.1).

## **2.7 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submission of a response to this Proposal, the Firm 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 Firm 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 Firm or a designated agent empowered to bind the Firm in a contract.

## **2.8 NOTICE OF INTENT TO AWARD**

After the successful Firm 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 Firms 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 Firm 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 DPD throughout this period of sixty days, and until such time thereafter that written request to withdraw a Proposal is received by DPD.

## **2.10 DISPOSITION OF PROPOSALS**

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

## **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. DPD 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.

## **2.12 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 company as non-confidential records unless the Firm 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. Firms may not request confidential treatment with respect to pricing information and transmittal letters. A Firm's request for confidentiality that does not comply with this section or a Firm's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Firm'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 the Firm has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such material, the Firm shall, at its sole expense, appear in such action and defend its request for confidentiality. If Firm fails to do so, Agency may release the information or material with or without providing advance notice to Firm and with or without affording Firm the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Firm fails to comply with the request process set forth herein, if Firm's request for confidentiality is unreasonable, or if Firm rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Firm and with or without affording Firm the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

## **2.13 PROPOSAL EVALUATION AND AWARD**

The contract shall be awarded to the Firm determined to be the best qualified to provide the services required under this RFP and the best value to the State of Iowa, DPD, IANG, and the City of West Des Moines.

## **2.14 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.

For purposes of this RFP, the intent of this Section is applicable to City of West Des Moines staff or employees directly associated with this RFP. Evidence of violations of this Section will be grounds for disqualification at any stage in the procurement process.

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

## **2.15 CONFLICTS BETWEEN TERMS**

DPD 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 DPD, the Firm's exceptions may be rejected and the entire Proposal declared non-responsive. DPD may elect to negotiate with the Firm regarding contract terms or the contents of the Firm's Proposal.

## **2.16 IOWA STATUTES AND RULES**

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

## **2.17 COSTS FOR PREPARATION OF PROPOSALS**

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

## **2.18 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 DPD.

## **2.19 MISCELLANEOUS**

**2.19.1** DPD reserves the right to accept or reject any part of any Proposal, and to accept or reject any or all Proposals without penalty.

**2.19.2** DPD reserves the right to waive minor deficiencies and informalities if, in the judgement of DPD, the best interests of the State of Iowa will be served.

**2.19.3** DPD reserves the right to make a written request for additional information from a Firm 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.

**2.19.4** By submitting a Proposal, the Firm agrees that it will not bring any claim or cause of action against DPD or IANG based on any misunderstanding concerning the information provided in the RFP or concerning DPD's failure, negligent or otherwise, to provide the Firm with pertinent information in this RFP.

## **Section 3 – CONTRACT TERMS AND CONDITIONS**

### **3.1 ELEMENTS OF CONTRACT**

- 3.1.1** Issuance of this RFP in no way constitutes a commitment by DPD to award a contract.
- 3.1.2** No contract relationship is created or implied by DPD from the acceptance of a Proposal or an interview with a company in response to this RFP.
- 3.1.3** No Firm shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Firm and DPD.
- 3.1.4** The proposed form of contract between the Firm and DPD will be a Service Agreement (See Attachment C – Contract Example), which will be modified to include the following:
  - 3.1.4.1** Incorporation, by reference, of this Request for Proposal and subsequent addenda and the Proposal submitted by the successful Firm in response to this RFP.
  - 3.1.4.2** The proposed project fee, start dates, and scheduling of the selected Firm's services shall be established during negotiations.
  - 3.1.4.3** *Iowa Code* Section 8.47, The Accountable Government Act, requires that the terms and conditions of service contracts shall include the following:
    - 3.1.4.3.1** The amount or basis for paying consideration to the party based on the party's performance under the service contract.
    - 3.1.4.3.2** Methods to effectively oversee the party's compliance with the service contract.
    - 3.1.4.3.3** Methods to effectively review performance of a service contract.
  - 3.1.4.4** Other terms, mutually agreeable to DPD and the Firm, may be developed during negotiations with the selected Firm.
  - 3.1.4.5** Other contract forms, as mutually agreeable, may be utilized as appropriate for additional services directly associated with this Project.

### **3.2 INSURANCE**

- 3.2.1** Before the successful Firm may begin services and as a condition of payment, the Firm may purchase and maintain such insurance, to the extent it is commercially available, as will protect it from claims arising out of the performance of its services under the awarded Contract. Whether such services are provided by the awarded Firm or by any of its consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 3.2.2** The successful Firm shall maintain all insurance coverage required under Section 3.2.2 with insurance companies lawfully authorized to do business in the State of Iowa and which is reasonably satisfactory to the Agency. The Firm will be required to maintain insurance coverage(s) as follows (see also Attachment B – Insurance Certificate Example):
  - 3.2.2.1** Workers' Compensation – \$1,000,000 or an amount required by Iowa law, whichever is greater;
  - 3.2.2.2** Employers' Liability Insurance – \$1,000,000 or an amount required by Iowa law, whichever is greater;
  - 3.2.2.3** Commercial General Liability Insurance, including contractual liability insurance, with at least the following limits of liability:
    - 3.2.2.3.1** \$1,000,000 Each occurrence limit
    - 3.2.2.3.2** \$2,000,000 General aggregate
    - 3.2.2.3.3** \$1,000,000 Products/Completed Operations aggregate
    - 3.2.2.3.4** \$1,000,000 Personal and Advertising Injury Limit

**3.2.2.4** Business Automobile Liability Insurance with at least the following limit of liability –

**3.2.2.4.1** \$1,000,000 Each Accident

**3.2.2.5** Professional Liability Insurance – The Firm shall maintain Professional Liability Insurance with a company satisfactory to the Agency for claims arising from the negligent performance of professional services under the awarded Contract, which shall be:

**3.2.2.5.1** Practice Policy – written for not less than \$2,000,000 per claim and in the aggregate with a deductible not to exceed \$25,000, unless otherwise agreed to by the Agency. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all services performed by the Firm for this Project.

## **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** DPD 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 seventy-five (75) single pages or less, not including dividers, cover page, or resumes:

- 4.2.1** Letter of Transmittal/Statement of Interest – to include:
  - (1) Name and address of the Firm
  - (2) Name, title, email address and phone number of primary contact for the Proposal
  - (3) Signature, typed name, and title of an individual authorized to commit the Firm to its Proposal
  - (4) Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, the Social Security Number (SSN)
  - (5) Proof of Targeted Small Business registration (if applicable)
  - (6) Understanding and compliance with all requirements in this RFP (see Section 4.1)
  - (7) Acceptance of all RFP and contract terms and conditions; if any exceptions are taken, they should be noted in the Executive Summary (see 4.2.2)
  - (8) Acknowledgment of any addenda to this RFP
- 4.2.2** Executive Summary of the Proposal which shall condense and highlight the contents of the Proposal, as well as identify any exceptions the Firm has taken to the requirements of this RFP, the Contract, or any other attachments. If the Firm has taken no exceptions, this shall be stated.
- 4.2.3** Response to all things in Sections 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** Cost Proposal per Section 1.1.6.

## **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. The announcement of companies who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.
- 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 by the Selection Committee.
- 5.1.5** Evaluation criteria is shown in 5.2.3
- 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** DPD reserves the right to make a written request for additional information from a prospective Firm to assist in understanding or clarifying a Proposal.
- 5.1.8** DPD reserves the right to obtain and consider information from other sources concerning a Firm, including discussion with provided references (Section 1.1.3), to verify information contained in the Proposal and to discuss Firm's qualifications and those of any subcontractor identified in the 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 DPD.
- 5.2.2** The Agency will not necessarily award a contract resulting from this RFP to the Firm offering the lowest cost. Instead, the contract(s) will be awarded to the Firm whose compliant Proposal the Agency determines will provide the best value to the State of Iowa, DPD, the IANG, and the City of West Des Moines.
- 5.2.3** Criteria for evaluating the Proposals:
  - 5.2.3.1** Qualifications (experience and expertise of staff assigned for similar projects), Firm's capabilities, and financial stability.
  - 5.2.3.2** Design approach and proposed methods.
  - 5.2.3.3** The Firm's recent experience (within 7 years) on either National Guard Readiness Centers, other National Guard projects, and school or county/municipal projects.
  - 5.2.3.4** The Firm's proposed schedule with respect to the needs of the Agency (Section 1.2).
  - 5.2.3.5** The Firm's strategy for achieving LEED Silver certification.
  - 5.2.3.6** Proposed lump-sum not-to-exceed design fee.

### **5.3 AWARD OF CONTRACT**

- 5.3.1** After selection, DPD 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, DPD 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, DPD will re-evaluate relevant issues and take appropriate follow-up action.
- 5.3.3** The successful Firm will be required to register to do business in Iowa before payments can be made. For vendor registration documents, go to: <https://das.iowa.gov/procurement/vendors/how-do-business>