

Department Of Public Defense
Request for Proposals
Professional Design Services

RFP Cover Sheet

Administrative Information:

RFP Number	RFP582JB2023-01	Title of RFP	Selection of A/E Design Firm – Sioux City and Waterloo Field Maintenance Shop Design Services
Agency	Iowa Department of Public Defense		
Project Description	The Department of Public Defense (DPD), on behalf of the Iowa National Guard (IANG), is seeking professional design services for the Field Maintenance Shops (FMS) in Sioux City and Waterloo. The Sioux City FMS is the base project and Waterloo FMS will be a site adapt upon completion of Sioux City design.		
State Issuing Officer:	Jocelyn Brincks Iowa Department of Public Defense Building 3465 (W-41), Camp Dodge Johnston, IA 50131-1824 Phone: 515.252.4522 Email: Jocelyn.brincks@iowa.gov		
PROCUREMENT TIMETABLE—Event or Action			Date/Time (Central Time)
Agency Posts Notice of RFP on TSB website			March 21, 2023
Agency Issues RFP			March 23, 2023
Pre-Proposal Conference (virtual) / Google Meet info: Video call link: https://meet.google.com/med-mjsr-gmb Or dial: (US) +1 503-908-2365 PIN: 439 132 710# Pre-Proposal Conference is NOT Mandatory			April 4, 2023 @ 10:00 am
Questions, requests for clarification, and suggested changes from Respondents due to Issuing Officer			April 11, 2023 @ 4:00 pm
Responses to Questions posted via Addendum to RFP (on or before)			April 14, 2023 @ 4:00 pm
Proposals Due			April 21, 2023 @ 2:00pm
Anticipated Contract Award Date (Notice of Intent to Award)			Week of May 22, 2023
Relevant Websites			
Website where Addenda to this RFP will be posted: http://bidopportunities.iowa.gov			
Website where contract terms and conditions are posted: https://dpd.iowa.gov/sco/doc/terms/050116%20terms%20services.pdf			
Number of Copies of Proposals Required to be Submitted:			1 Digital (via email)
Firm Proposal Terms			
The minimum number of days following the deadline for submitting Proposals that the Firm guarantees all proposal terms, including price, will remain firm is 180 Days.			

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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 outlined in this RFP and further defined 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, and RCDD certified communications 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, or any other proprietary format desired by the Offeror, as long as the information listed above is included and easy to find. Maximum two (2) pages per individual.

NOTE: Any responding company and/or consultant who 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 key individual(s) who 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 for each project (reference). In addition, provide estimated project cost, final project cost at acceptance, and whether the project was completed on time.

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 utilized by your Firm.

1.1.4.2 Describe computer program/software capabilities and expertise utilized, and your experience with each.

1.1.5 Provide the LEED v. 4.1-NC checklist and any illustrative narrative that demonstrates how the firm proposes to achieve LEED Silver certification.

1.1.6 Provide one (1) Cost Proposal for the design of the Sioux City FMS project as a lump sum with the following costs identified:

1.1.6.1 Investigation, Soils Inspection and Reporting, Permitting, etc.

1.1.6.2 Production of Plans and Specifications

1.1.6.3 Identify desired reimbursable charges (the State of Iowa has limitations on travel expenses, per State of Iowa Accounting Policies and Procedures 210.245), and all other charges (e.g. printing, etc.).

1.1.6.4 A Cost Proposal for Waterloo FMS Design project will be requested and negotiated at a later date.

1.2 SCHEDULE

DPD is seeking a firm that can commence work upon execution of a contract, which is anticipated to be May or June 2023. 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 the Sioux City FMS project only, as described in Section 1.3.

Once Sioux City design is completed, the Waterloo FMS design will be a site adapt design contracted with the same firm at a later date. **Required design completion date is 31 July 2024 for the Sioux City FMS project.**

1.3 PROJECT DESCRIPTION

The purpose of this RFP is to identify a consultant to perform professional investigative and design services. This project consists of the same building at two locations—Sioux City, IA and Waterloo, IA. The Sioux City project is anticipated to be funded for construction in Federal Fiscal Year 2025, and will be the project contracted as part of this RFP. The selected consultant firm from this RFP will also be contracted to site adapt the design for the Waterloo site, which is anticipated to be funded in FFY 2026. Each project is a roughly 25,500 SF Army National Guard Field Maintenance Shop (FMS) which includes administrative space, work bay space, tool and parts storage space, flammable materials storage, and bulk petroleum, oils, and lubricant (POL) storage. Roughly 8,200 SY of pavement for access roads and vehicle parking with all attendant site preparation is also part of the primary project.

The National Guard Vehicle Maintenance Shop includes the following items that are integral to the facility: Backup/Emergency Generator for lift station, Organizational Vehicle Parking (Paved), Controlled Waste Facility, Flammable Materials Facility, Bulk POL Storage, landscaping, fencing and Heating Plant (Geothermal or other option within budget that meets or exceeds LEED and energy code requirements). As a working, industrial-type facility, exterior and interior finishes are to be of an easily constructed, easy to maintain, and durable finish. Examples are pre-cast concrete panels, exposed pre-finished concrete masonry units, sealed concrete floors, exposed ceilings, etc. Administrative areas may need to feature more school-like finishes. Lighting will be high-efficiency LEDs throughout. This facility will be designed to meet Industry Standards as well as all applicable local, state, and federal (UFC) building codes. Construction will include all utility services, information systems, fire detection and alarm systems, roads, walks, curbs, gutters, storm drainage, parking areas, and site improvements. Facilities will be designed to a minimum life of 50 years in accordance with DoD Unified Facilities Code (UFC 1-200-02) including energy efficiencies, building envelope and integrated building systems performance as per ASA(IE&E) Sustainable Design and Development Policy updated 2017. Access for individuals with disabilities will be provided. Anti-terrorism measures in accordance with the DoD Minimum Anti-terrorism for building standards will be provided. Each project will include demolition of the existing facility upon completion of the new facility. Agency is looking to incorporate electricity producing solar-panels (photovoltaics) into the design of each building.

Each project must meet current criteria for and be certified by the US Green Building Council as LEED Silver.

The Sioux City FMS will be built on a parcel that is contiguous to the south with the current Readiness Center (RC) and FMS site near the Sioux City Regional Airport and the Sioux City Air National Guard base. The Waterloo FMS will be built on a parcel that is contiguous with the current RC and FMS site to the north, between the current site and an industrial building. Both sites are without appreciable topographic relief and are located near all required utility hook-ups. The selected offeror will be given current GIS maps of each site to use in their design. The AHJ is the State Fire Marshal Office with the local municipality receiving courtesy copies of submittals for their review and comment.

The budget for each project separately is currently set at \$9,686,000 million – use this scope for the Cost Proposal.

A separate Commissioning Agent will be contracted by the Owner concurrent with the design contract and follow the project throughout design and construction. That contractor will be separate and distinct from any firm contracted as part of the design team by this RFP. Offering on this RFP will not exclude a firm from being the commissioning agent. This contract will be issued in such a way to achieve all commissioning points available from the LEED scoring model.

Design services shall include:

- 1.3.1** The Scope of Design Services as outlined in **Exhibit A** to this RFP. This RFP will result in a contract for Title I services only (investigation and production of plans and specifications). The selected firm will be contracted for contract administration services once a construction firm is contracted. A list of required Submittals due during the Design project is attached as **Exhibit B** to this RFP.
- 1.3.2** An example of the contract for this work with General Terms & Conditions is included as **Exhibit C** to this RFP.

Section 2 – ADMINISTRATIVE INFORMATION

2.1 GENERAL INFORMATION

- 2.1.1** Agency 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 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. 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

- 2.1.3** 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.
- 2.1.4** 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.
- 2.1.5** Responses to all questions received will be provided in writing via addendum to the RFP.
- 2.1.6** 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.
- 2.1.7** Any information provided by prospective companies orally shall not be considered part of the Firm's Proposal.
- 2.1.8** Agency 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.
- 2.1.9** A Firm may be disqualified if they contact anyone besides the Issuing Officer regarding this RFP. This includes any 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 PROPOSAL SUBMITTAL

- 2.1.10** As stated above the Proposal shall be emailed.
- 2.1.11** The email subject line should read: **RFP582JB2023-01– Sioux City and Waterloo FMS Design**
- 2.1.12** 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:

- 2.1.13** 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.
- 2.1.14** 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.
- 2.1.15** 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.
- 2.1.16** Each person signing this Proposal certifies that:
 - 2.7.1.1** 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
 - 2.7.1.2** 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
 - 2.7.1.3** 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 the Agency throughout this period of sixty days, and until such time thereafter that written request to withdraw a Proposal is received by Agency.

2.10 DISPOSITION OF PROPOSALS

All Proposals become the property of the Agency; disposition of the Proposals shall be at the sole discretion of Agency.

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. Agency 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.**

2.13 FORM 22 – REQUEST FOR CONFIDENTIALITY

FORM 22 MUST BE COMPLETED AND INCLUDED WITH PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

2.14 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, Agency, and IAARNG.

2.15 RESTRICTIONS ON GIFTS AND ACTIVITIES

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents submitting a Proposal are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code Section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

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

2.16 CONFLICTS BETWEEN TERMS

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

2.17 CHOICE OF LAW AND FORUM

This RFP and the resulting Contract shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum.

2.18 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.

2.19 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 the Agency.

2.20 MISCELLANEOUS

- 2.20.1** Agency reserves the right to accept or reject any part of any Proposal, and to accept or reject any or all Proposals without penalty.
- 2.20.2** Agency reserves the right to waive minor deficiencies and informalities if the Agency determines it is in the best interest of the State of Iowa.
- 2.20.3** Agency 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.
- 2.20.4** By submitting a Proposal, the Firm agrees that it will not bring any claim or cause of action against the Agency or IAARNG based on any misunderstanding concerning the information provided in the RFP, or concerning Agency'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 Agency to award a contract.
- 3.1.2 No contract relationship is created or implied by Agency 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 the Agency.
- 3.1.4 The proposed form of contract between the Firm and Agency will be a Service Agreement (See **Exhibit C** – Contract Example with Terms and Conditions), 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 Agency 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 **Exhibit D** – 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 Agency 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 15 MB on the file size of your proposal. Please put all submittal documents into one *.zip file. 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.
- 4.2.2 Form 22 – Request for Confidentiality
Firm shall sign and submit the document included as **Attachment 1** to this RFP.
- 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 AND SELECTION

5.1 EVALUATION

- 5.1.1** Proposal packages will be opened by the Issuing Officer and the names of all Firms 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** 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 Agency, the names of members of this Committee will remain confidential.
- 5.1.3** The Issuing Officer will review the Proposals for compliance with the RFP instructions/requirements. All non-compliant Proposals will be retained by the Issuing Officer and will not be shared with the Selection Committee.
- 5.1.4** Only compliant Proposals as determined by the Issuing Officer, will be evaluated by the Selection Committee.
- 5.1.5** Evaluation Criteria and Points Breakdown are outlined in Sections 5.2 – 5.4.
- 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** Agency 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** Agency 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.
- 5.1.9** The Agency will not necessarily award a contract resulting from this RFP to the Firm offering the lowest cost. Contract(s) will be awarded to the Firm whose compliant Proposal the Agency determines will provide the best value to the State of Iowa, Agency, and the IAARNG.

5.2 OVERVIEW OF SCORING

Technical Proposal	900 points
<u>Cost Proposal</u>	<u>100 points</u>
Total Points Available	1,000 points

5.3 TECHNICAL PROPOSAL EVALUATION AND SCORING

- 5.3.1** All Technical Proposals will be evaluated to determine if they comply with the Minimum Qualifications and Scored Technical Specifications described in Sections 4.1 and 4.2, and meet the minimum score. To be deemed a Responsive Proposal, the Proposal must:

- (1)** Answer "Yes" to all parts of Section 4.1 and include supporting materials as required to demonstrate the Firm will be able to comply with the Minimum Qualifications outlined, and
- (2)** Obtain the minimum score of 630 points for the Content and Technical Criteria (equivalent to 70% of available evaluation points).

- 5.3.2** There are 900 points available in the Technical Evaluation, broken down as follows:

Section 1.1.2 Resumes of key individuals	
Project Manager	100 points
Architect	75 points
Mechanical Engineer	50 points
Electrical Engineer	50 points
Structural Engineer	50 points
Civil Engineer	50 points
LEED Consultant	25 points
RCDD Comm. Engineer	25 points

Section 1.1.3	Team Experience	150 points
Section 1.1.4	Project Methodology	150 points
Section 1.1.5	LEED checklist	75 points
Section 1.2	Schedule / Timeline	100 points

5.3.3 The Selection Committee will review each response in your technical submittal and come to a consensus on a point value from 0-5 for each item. Point values are broken down as follows:

- 0 Rating - Missing information or no response provided
- 1 Rating - Response does not meet requirements / gives Committee little faith that Firm can deliver
- 2 Rating - Meets some of the requirements / gives Committee some faith that Firm can deliver
- 3 Rating - Meets many requirements but requires some compromises
- 4 Rating - Meets almost all requirements / Committee has few concerns with Proposal
- 5 Rating - Meets all requirements with no exceptions / Committee has faith Firm will deliver

These numerical values will be multiplied by the weight of each section to come up with the score for each scored item. For example, if the Committee agrees the Section 1.2 (Schedule) is to be assigned a rating of 4, then the number of available points (75) will be multiplied by the rating (4) for a total of 60 points awarded for that item.

5.4 COST PROPOSAL SCORING

5.4.1 Cost Proposals will remain sealed during the evaluation of the Technical Proposals. Only Firms which meet the Minimum Qualifications and achieve a minimum score of 630 or higher will be considered during the Cost Evaluation phase of the review process.

5.4.2 After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored as follows:

5.4.2.1 Cost Proposals will be ranked from lowest to highest cost. The lowest cost Proposal shall receive the maximum number of points available in this section (100). To determine the number of points to be awarded to each of the other Cost Proposals, the lowest cost will be used in all cases as the numerator. Each of the other the other cost proposals will be used as the denominator. This percentage will then be multiplied by the maximum number of points available, and the resulting number will be the total cost points awarded to remaining (compliant) Proposals. Percentages and points will be rounded to the nearest whole value.

5.4.2.2 Example:

Firm A quotes \$35,000; Firm B quotes \$ 45,000; Firm C quotes \$65,000

Firm A: $\frac{\$35,000}{\$35,000} =$ receives 100% of available points on cost

Firm B: $\frac{\$35,000}{\$45,000} =$ receives 78% of available points on cost

Firm C: $\frac{\$35,000}{\$65,000} =$ receives 54% of available points on cost

5.4.3 Technical Points will be added to the Cost points, to obtain the total points awarded for each Proposal. The Proposal with the highest overall points will be deemed the winning Proposal.

5.5 AWARD OF CONTRACT

5.5.1 After selection, Agency 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, Agency reserves the right, at its sole discretion, to negotiate with other RFP respondents.

5.5.2 Should the above process not result in a contract, Agency will re-evaluate relevant issues and take appropriate follow-up action.

5.5.3 The successful Firm will be required to do the following:

- 5.5.3.1** Comply with Section 889 Part B of the FY 2019 National Defense Authorization Act (NDAA), asserting as such by signing and submitting the 889 Representation Form with the signed contract. Form to be provided to Firm upon contract award. Additional information regarding this regulation can be found here: [https://www.acquisition.gov/FAR-Case-2019-009/889 Part B](https://www.acquisition.gov/FAR-Case-2019-009/889_Part_B)
- 5.5.3.2** 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>