

**STATE OF IOWA
REQUEST FOR PROPOSALS
CONSTRUCTION MANAGEMENT SERVICES**

RFP COVER SHEET

Administrative Information

RFP Number	RFP1821335228	Title of RFP	Construction Management Services
Agency	Iowa Department of Administrative Services (DAS) - State Design and Construction Resource Bureau (SDCRB)		
Project Description	The State of Iowa Department of Administrative Services (DAS) is seeking construction management companies to manage the design, construction and closeout of State Design and Construction Resource Bureau state-wide projects.		
Initial term of the contract:	One (1) Year	Number of possible annual extensions:	Five (5)
State Issuing Officer: Bobbi Pulley Phone: 515/322-2893 Email: construction.procurement@iowa.gov			
PROCUREMENT TIMETABLE—Event or Action			Date/Time (Central Time)
State Posts Notice of RFP on TSB website			5/7/2021
State Issues RFP			5/9/2021
Pre-Proposal Meeting: Meeting Link: meet.google.com/wqe-upmq-azh To join by Phone Only: 617-675-4444 Meeting PIN: 132 398 417 7921# Is Pre-Proposal Meeting mandatory? No			5/20/2021 – 10:00am
Questions, requests for clarification, and suggested changes from Respondents due to Construction Procurement			5/27/2021 - 2:00pm
Proposals Due			6/10/2021 - 2:00pm
Interviews			June/July 2021
Relevant Websites			
Website where Addenda to this RFP will be posted http://bidopportunities.iowa.gov			
Contract terms and conditions: See Attachment 1 – ConsensusDocs 801			
Number of Copies of Proposals Required to be Submitted: 1 Digital			
Firm Proposal Terms The minimum number of days following the deadline for submitting Proposals that the Company guarantees all proposal terms, including price, will remain firm is 120 Days.			

Section 1 – PROJECT

1.1 INTRODUCTION

The Iowa Department of Administrative Services (DAS) is seeking proposals from qualified and immediately available construction management companies for services, per RFP cover page, and as outlined in the following. Value and quantity of work varies with available funding.

The successful proposal must:

- 1.1.1** Identify and describe qualifications, experience, and expertise in program management, construction estimating, construction management, scheduling, cost control, and project closeout with an emphasis in the construction manager as owner's agent format. Address the Construction Manager's methods for quality assurance, project safety including Construction Manager's current Experience Modification Rate (EMR), schedule development and control, constructability/value analysis, and cost control.
- 1.1.2** Provide a list of clients and past projects within the last 5 years (including a brief description and photo) to demonstrate your past ability of managing projects of varying size and scope in the construction manager as owner's agent format.
- 1.1.3** Describe the composition of your team. Identify staff to be assigned, including contract signature authority. Provide resumes of key individual(s) including education and experience. Identify projects that they have worked on that have used the construction manager as owner's agent format. The State of Iowa will review and approve all personnel.
- 1.1.4** Provide a copy of your organizational chart and identify where team members included in the Proposal are located on the chart.
- 1.1.5** Describe the cost estimating, status reporting, cost control, and cost reporting procedures you utilize. Provide sample reports.
- 1.1.6** Describe computer program/software capabilities and expertise you can provide.
- 1.1.7** Describe your experience and knowledge of public construction processes and successful completion of projects in the construction manager as owner's agent delivery system. Include client reference letters of projects managed by identified staff.
- 1.1.8** Provide a brief company project background. Include company history, executive officers, company organization chart, headquarters location, dollar value of public work completed per year for past 5 years and any additional information that is pertinent to know about your company.
- 1.1.9** List current projects projected to be or currently under contract that are of substantial size (\$10M and above construction cost) that would be in the same timeframe as this contract.

1.2 SCHEDULE

DAS is seeking a Company that can commence work on the contract begin date, November 9, 2021. The resulting contracts will begin November 9, 2021 with an initial term ending November 8, 2022, and have 5 possible one-year renewals.

1.3 SCOPE OF WORK

Construction Management Services shall include:

- 1.3.1** The Construction Manager firm will work with DAS and other applicable state government agencies to successfully identify and plan the design, construction, and closeout of State projects.
- 1.3.2** The Construction Manager will be required to participate in an initial onsite project assessment meeting to identify project scope and budget, at no cost to the State. This initial meeting does not guarantee the Construction Manager an Exhibit for a project.
- 1.3.3** The Construction Manager will be expected to participate in the Design Team's RFP selection process. Services will include review of the Design RFP and assistance in the selection and contracting of the design team.

- 1.3.4** Review of design documents for constructability, phasing, completeness, accuracy, and proper coordination of disciplines.
- 1.3.5** Provide an initial project financial budget prior to design RFP. Provide an updated detailed project financial budget prior to project bid. Construction Manager will need to conduct continual review of design documents to confirm conformance with the project budget and to identify opportunities to reduce construction costs and/or improve facility performance. DAS reserves the right to request additional cost estimates on a project specific basis.
- 1.3.6** Develop cost information and analysis to facilitate decision making during the design process.
- 1.3.7** Develop and identify scope for construction bid packages. The State typically uses Multiple Prime Contractors. As part of the overall project budget the Construction Manager shall have an expected budget for each bid package that fits into the overall project budget. As part of the project manual, the Construction Manager shall be responsible for Divisions 00 and 01, based on the template provided by DAS.
- 1.3.8** Construction Manager will create and monitor a site coordination plan for the project area and adjacent areas that the project could affect, on a project specific basis.
- 1.3.9** Construction Manager will develop the bid schedule and coordinate the bid process with DAS.
- 1.3.10** Construction Manager shall develop bid tabs for documenting and reviewing all bids for the project.
- 1.3.11** The Construction Manager will be expected to develop an overall project schedule from the start of design through final completion. The schedule shall identify major milestones, public bid requirements and construction sequences that need to be met in order to meet the overall project schedule. The schedule shall identify Designer, Construction Manager, Owner and Trade Contractor activities. The schedule will be developed in cooperation with DAS, applicable state agencies, and Design Teams.
- 1.3.12** The Construction Manager will be responsible for the schedule management of the project with appropriate construction management software. Construction Manager will develop a detailed construction activity schedule and provide regular updates to the overall schedule in the scheduling software at intervals determined by DAS.
- 1.3.13** The Construction Manager Company will manage and work in cooperation with the design team for construction administration services. The State of Iowa's construction management software will be utilized to its fullest capacity for all projects. The Construction Manager is expected to ensure that all project participants utilize the State's construction management software as required. The cost of utilizing the State's construction management software will be paid by the State of Iowa. The Construction Manager should not seek or utilize their own software program. The following processes will be done via State's construction management software according to the Design & Construction Standard Operating Procedures (SOPs):
 - 1.3.13.1** The State's construction management software will be used for creating meeting agendas, meeting minutes, field observation reports, memos and project calendar. The Construction Manager is expected to provide daily field observation reports when onsite.
 - 1.3.13.2** Construction Manager will receive, distribute and manage all Requests for Information from trade contractors, Architect's Supplemental Instructions, and Proposal Requests.
 - 1.3.13.3** Construction Manager will issue contracts to designers, trade contractors, and other vendors on the State of Iowa's behalf.
 - 1.3.13.4** Construction Manager will manage, distribute, and track all change orders.
 - 1.3.13.5** The Construction Manager will manage all submittals to the design team and trade contractors. The Construction Manager will review all submittals and shop drawings for general conformance to the specifications and for constructability.

- 1.3.13.6** All pay applications from trade contractors, design team and other vendors will be submitted to the State of Iowa via the State's construction management software. The Construction Manager will be the initial reviewer prior to being sent to DAS for final approval. A schedule of values will be created in the State's construction management software and will be expected to be used.
- 1.3.13.7** All substantial and final completion certificates will be drafted by the Construction Manager in the State's construction management software and executed by the State.
- 1.3.13.8** Punchlists will be housed in the State's construction management software but another program can be used to generate and manage the punch lists. The monitoring and final sign off of the punchlist items will be done in the State's construction management software.
- 1.3.13.9** The overall project schedule will need to be continuously updated and documented. The State's construction management software will be able to house updated versions of the schedule.
- 1.3.13.10** The design team will be directed to upload all drawings and specifications for the project to the State's construction management software.
- 1.3.13.11** The Construction Manager will take photos on a continuous basis during the project. All photos will be uploaded at least once a week.
- 1.3.13.12** All project closeout documentation will be expected to be uploaded to the State's construction management software. This includes but not limited to O&M manuals, warranties, extra material certificates, owner training agendas/videos, and contract surety documents. The closeout items will then be compiled by the Construction Manager into one submittal per bid package to be sent to the design professional for their approval. DAS will have the final review. This process is completed via the State's construction management software.
- 1.3.14** The Construction Manager will be responsible for collecting and reviewing all pay applications from Trade Contractors, Designers, and other vendors. The Construction Manager shall review Trade Contractor invoices prior to the design team's approval. The Construction Manager will work with DAS on correct back-up documentation for all pay applications. It is expected that all pay applications will be submitted to DAS once per month.
- 1.3.15** The Construction Manager will be expected to review all pricing requests and to verify the accuracy and legitimacy of these requests with the State of Iowa's best interest in mind. It will be mandatory that any work performed that varies from the original scope of work to be agreed upon by the State of Iowa via fully executed change order before it commences. The Construction Manager is expected to enforce this policy.
- 1.3.16** The Construction Manager will be expected to schedule, conduct and document all meetings during the construction of the project. Pre-construction meetings will be held as schedule demands for the construction start date to commence as scheduled. The Construction Manager is expected to ensure the Design Firm documents all design meetings appropriately and in a timely manner. During construction an Owner, Architect, and Construction Manager Meeting will be held at least twice a month. The Construction Manager will be expected to coordinate and conduct all trade contractor, safety and contractor scheduling meetings. Meeting agendas during construction should address at a minimum, safety, schedule progress & milestones, submittal status, RFI's, ASI's, PR's, pricing requests, and any other potential issues.
- 1.3.17** The Construction Manager will be expected to monitor the quality of construction to ensure it meets design specifications.

- 1.3.18** The Construction Manager will be tasked with ensuring all Trade Contractors provide a project safety plan to implement during construction. The plan at a minimum should include a plan in writing, worker safety orientation, and worker discipline program. The State of Iowa may require the use of a 3rd party safety monitoring. This would be a reimbursable cost.
- 1.3.19** The State of Iowa may use Building Information Modeling (BIM) for clash detection purposes on any project. Demonstrate a working knowledge and past use of BIM coordination. Provide hourly rates and other reimbursable charges related to this scope.
- 1.3.20** The State of Iowa is committed to utilizing green building principles however it is NOT anticipated that most projects will require LEED certification.
- 1.3.21** The State of Iowa anticipates hiring a 3rd party Commissioning Agent on a project specific basis. If utilized, the Construction Manager will be expected to assist in solicitation, selection, and coordination of the firm.
- 1.3.22** Construction Manager will assist in solicitation, selection and coordination with an independent testing agency company for all items required by the design team.
- 1.3.23** The successful Construction Managers will not be able to bid on, hold agreement, or self-perform work on any bid package for any DAS-managed projects.
- 1.3.24** During the course of the work, the need for other services directly related to projects may be identified and will be negotiated as necessary.

1.4 FEES

- 1.4.1** Using Exhibit A "Rate Schedule", provide the proposed hourly rates of staff used during the course of the entire contract. Provide an encumbered and unencumbered rate. An annual increase to the hourly rate will be limited to the "IRS annual inflation rate". Note: Final rates will be determined during contract negotiations
- 1.4.2** Using Exhibit A "RATE Schedule", identify proposed rates of General Condition charges and all other reimbursable charges that would be expected to be part of the Construction Manager contract. Note: The State has established rules for limitations on reimbursement expenses. Please reference Department of Administrative Services - State Accounting Enterprise Procedures 210.130 and 210.245 (accessible at <https://das.iowa.gov/>) for limits on travel expenses.
- 1.4.3** FEES: Construction Managers Fees will be calculated upon the initial trade contractor(s) contract total. Construction Manager Fee shall be limited to the following schedule:

Construction Cost (\$)	Percent Fee (%)
\$0 - \$500,000	Encumbered Hourly Rate (No Fee)
\$501,000 - \$2,000,000	5% Fee
\$2,000,001 - \$5,000,000	4% Fee
\$5,000,001 - \$10,000,000	3% Fee
> \$10,000,001	Selection of CM Through Public RFP

- 1.4.4** The State of Iowa will not increase Construction Manager Fee for a project based on construction change orders unless the change is a result of scope increase by owner or schedule increase greater than 3 months at no fault of the contractor or Construction Manager. Change orders resulting from other issues, such as unforeseen conditions or design deficiency, will not increase the Construction Manager Fee. The Construction Manager Fee will not decrease based on deduct construction change orders unless the change is a decrease in scope due to de-appropriation.

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 services described in this RFP.
- 2.1.2** Companies certified as Targeted Small Businesses are encouraged to submit Proposals. The Iowa Department of Economic Development administers the Targeted Small Business (TSB) Program. Businesses meeting the requirements of the program are approved and registered with the Department of Economic Development and are considered Targeted Small Businesses for purposes of this RFP and most other solicitations issued by DAS. Questions concerning the TSB Program and for identification of companies certified as Targeted Small Businesses, contact the TSB Certification office in the Department of Economic Development at (515) 348-6159.

2.2 INQUIRIES

- 2.2.1** All inquiries concerning this RFP shall reference the RFP number and shall be provided (via email) to the issuing officer email address identified on the cover page of this RFP. Addenda type questions must be submitted per the schedule on the RFP cover page.
- 2.2.2** Any information provided by prospective companies orally shall not be considered part of the company's Proposal.
- 2.2.3** DAS assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a contract. Oral discussions pertaining to modifications or clarifications of this RFP shall not be considered part of this RFP and are not binding.

2.3 PREPARATION OF THE PROPOSAL

- 2.3.1** Proposals may be emailed to the Issuing Officer at the email address identified on the cover page of this RFP.
- 2.3.2** 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 must be emailed.
- 2.4.2** The email subject line should include the following information:

RFP1821335228
Construction Management Services

- 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 Company, 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 Company 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 Company responsible 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.

DAS's release of public records is governed by Iowa Code chapter 22. Companies are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. DAS 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 Company 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 DAS and State personnel from any responsibility for maintaining the information in confidence. Company may not request confidential treatment with respect to pricing information and transmittal letters. A company'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 DAS receives a request for information that Company has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such material, Company shall, at its sole expense, appear in such action and defend its request for confidentiality. If Company fails to do so, DAS may release the information or material with or without providing advance notice to Company and with or without affording Company the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Company fails to comply with the request process set forth herein, if Company's request for confidentiality is unreasonable, or if Company rescinds its request for confidential treatment, DAS may release such information or material with or without providing advance notice to Company and with or without affording Company the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

2.12 PROPOSAL EVALUATION AND AWARD

The contract shall be awarded to the Company determined to be the best qualified to provide the services required under this RFP and the best value to the State.

2.13 GRATUITIES

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a State employee with the intent to influence that employee's acts, opinions and judgment or exercise the discretion with respect to that employee's duties. Evidence of violations of this statute will be turned over to the proper prosecuting attorney.

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

2.14 CONFLICTS BETWEEN TERMS

DAS reserves the right to accept or reject any exception taken by a prospective Company to the terms and conditions of this RFP. Should a prospective Company take exception to the terms and conditions required by DAS, the Company'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 Company'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 Company'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 Company'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** The proposed form of contract between the Company and the State will be a revised ConsensusDocs 801 Standard Form Agreement between Owner and Construction Manager, which will be modified to include the following:
 - 3.1.2.1** Incorporation, by reference, of this Request for Proposal and subsequent addenda and the Proposal submitted by the successful Company in response to this RFP.
 - 3.1.2.2** Professional liability insurance in the amount of \$2 million will be required. See Exhibit A – Sample Insurance Certificate.
 - 3.1.2.3** Hourly rates, start dates, and scheduling of the selected Company's services shall be established during negotiations.
 - 3.1.2.4** *Iowa Code* Section 8.47, The Accountable Government Act, requires that the terms and conditions of service contracts shall include the following:
 - 3.1.2.4.1** The amount or basis for paying consideration to the party based on the party's performance under the service contract.
 - 3.1.2.4.2** Methods to effectively oversee the party's compliance with the service contract.
 - 3.1.2.4.3** Methods to effectively review performance of a service contract.
 - 3.1.2.5** Other terms, mutually agreeable to the State and the Company, may be developed during negotiations with the selected Companies.
- 3.1.3** The modified ConsensusDocs 801 will be used as the basis of agreement between both parties. A separate Exhibit will be issued for each subsequent project.
- 3.1.4** This RFP does NOT establish a statewide contract.

Section 4 –REQUIREMENTS

All services to be provided by the Construction Manager shall take into account the following assumptions:

4.1 MINIMUM CONSTRUCTION MANAGER QUALIFICATIONS

- 4.1.1** Companies, other than Sole Proprietorships and General Partnerships, shall be registered with the Office of the Iowa Secretary of State.
- 4.1.2** Companies must provide their Iowa Contractor Registration number and proof of compliance with Iowa Code 91c before the State can award a contract to them.
- 4.1.3** The selected Company shall have sufficient, qualified staff and/or Construction Managers to deliver the services needed.
- 4.1.4** The selected Company 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.
- 4.1.5** DAS reserves the right to require proof of a submitting Company's financial stability.
- 4.1.6** Failure to adhere to these instructions may be grounds for a Company'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

The Proposal shall consist of the following elements in the order given below, and shall be limited to twenty-five (25) single pages or less, not including dividers, cover page, project profiles, reference letters, 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 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 (reference Section 1).
- 4.2.6** Rate Schedule (See Exhibit A).
- 4.2.7** Note any requested modifications to the modified ConsensusDocs 801.

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** A selection committee will review all compliant proposals. Proposal evaluation criteria is included in Section 5.2.2
- 5.1.6** The Companies with the highest scoring Proposals will be selected for interviews. Interviews will be held for 60 minute duration for each Construction Manager. 30 minutes will be allowed for a presentation and then 30 minutes for question and answer by the interview committee. No more than 5 people from the Construction Management Company will be allowed. The proposed on-site day-to-day Project Manager(s) and Superintendent(s) must attend. Interview valuation criteria is shown in 5.2.3.
- 5.1.7** 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.
- 5.1.8** DAS reserves the right to make a written request for additional information from a prospective Company to assist in understanding or clarifying a Proposal.

5.2 SELECTION PROCEDURES

- 5.2.1** A Selection Committee will be formed to evaluate all compliant proposals. The committee's size and membership will be determined at the sole discretion of DAS.
- 5.2.2** Criteria for evaluating the proposals:
 - 5.2.1.1** Qualifications (experience and expertise of public construction processes, successful completion of projects in the construction manager agent delivery system, and projects of a similar size & scope), Company's capabilities, and financial stability.
 - 5.2.1.2** Company's response to Scope of Work
 - 5.2.1.3** Experience of Workers
 - 5.2.1.4** Rates
- 5.2.3** Criteria for evaluating the interviews:
 - 5.2.3.1** Understanding of public construction processes.
 - 5.2.3.2** Track record of performance on similar projects.

5.2.3.3 Presentation and Communication Skills.

5.3 **AWARD OF CONTRACT**

- 5.3.1** After the successful Construction Managers have been selected, a copy of the *Notice of Intent to Award* will be issued to all Construction Managers who submitted Proposals in response to this RFP.
- 5.3.2** After award, DAS will meet with each of the Companies for the purpose of negotiating an Agreement ~~that~~ is acceptable to both parties. In the event that the parties do not achieve an acceptable agreement, DAS reserves the right, at its sole discretion, to negotiate with other RFP respondents.
- 5.3.3** Should the above process not result in a contract, DAS will re-evaluate relevant issues and take appropriate follow-up action.

Exhibit A – RATE SCHEDULE

- 1) RATES: Using the chart below, provide the proposed hourly rates of staff used during the course of the entire contract.

POSITION	UNECUMBERED HOURLY RATE	ENCUMBERED HOURLY RATE
	\$ _____/HR	\$ _____/HR
	\$ _____/HR	\$ _____/HR
	\$ _____/HR	\$ _____/HR
	\$ _____/HR	\$ _____/HR
	\$ _____/HR	\$ _____/HR
	\$ _____/HR	\$ _____/HR
	\$ _____/HR	\$ _____/HR
	\$ _____/HR	\$ _____/HR
	\$ _____/HR	\$ _____/HR
	\$ _____/HR	\$ _____/HR

- 2) Identify proposed rates of General Condition charges and all other reimbursable charges that would be expected to be part of the Construction Manager contract.

Attach list.

3) ALTERNATE – Construction Management at Risk (CMR)

Under CMR, the construction manager acts as consultant to the owner in the development and design phases, but as the equivalent of a general contractor during the construction phase. The CMR is responsible for early coordination during the design phase, value engineering, and constructability reviews as well as the selection, scheduling, and sequencing of trade subcontractors. The term "at-risk" conveys that the construction manager under this method bears the risks of the general contractor, such as price escalation, delay, etc., that are not present in an agency construction manager situation.

NOTE: CMR is currently not available for use by the State Design and Construction Resource Bureau. Use of CMR requires additional legislation and contract negotiations.

- 3.1 RATES:** Using the chart below, provide the proposed hourly rates of staff used during the course of the entire contract.

POSITION	UNECUMBERED HOURLY RATE	ENCUMBERED HOURLY RATE
	\$ _____/HR	\$ _____/HR
	\$ _____/HR	\$ _____/HR
	\$ _____/HR	\$ _____/HR
	\$ _____/HR	\$ _____/HR
	\$ _____/HR	\$ _____/HR
	\$ _____/HR	\$ _____/HR
	\$ _____/HR	\$ _____/HR
	\$ _____/HR	\$ _____/HR
	\$ _____/HR	\$ _____/HR
	\$ _____/HR	\$ _____/HR

- 3.2** Identify proposed rates of General Condition charges and all other reimbursable charges that would be expected to be part of the CMR contract.

Attach list.

- 3.3** FEES: The maximum project percentage fee used during the course of the entire contract.

CONSTRUCTION COST	PERCENT FEE
\$0 - \$500,000	Encumbered Hourly Rate (No Fee)
\$501,000 - \$2,000,000	5%
\$2,000,001 - \$5,000,000	4%
\$5,000,001 - \$10,000,000	3%
> \$10,000,001	Selection of CMa Through Public RFP

Exhibit B – SAMPLE INSURANCE CERTIFICATE

SAMPLE		CERTIFICATE OF LIABILITY INSURANCE		DATE (MMDDYYYY) XX/XX/XXXX														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																		
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																		
PRODUCER Agent's Name Agent's Address		Agent's Information CONTACT NAME PHONE (A/C, H/O, C): FAX E-MAIL ADDRESS																
INSURED Name Address		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; font-size: x-small;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center; font-size: x-small;">NAIC #</th> </tr> </thead> <tbody> <tr> <td style="font-size: x-small;">INSURER A: Company A (AM Best Rated A+/V+ or Better)</td> <td style="font-size: x-small;">Admitted</td> </tr> <tr> <td style="font-size: x-small;">INSURER B:</td> <td style="font-size: x-small;">Carriers</td> </tr> <tr> <td style="font-size: x-small;">INSURER C:</td> <td></td> </tr> <tr> <td style="font-size: x-small;">INSURER D:</td> <td></td> </tr> <tr> <td style="font-size: x-small;">INSURER E:</td> <td></td> </tr> <tr> <td style="font-size: x-small;">INSURER F:</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Company A (AM Best Rated A+/V+ or Better)	Admitted	INSURER B:	Carriers	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																	
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INSURER C:																		
INSURER D:																		
INSURER E:																		
INSURER F:																		
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:																		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																		
RISK TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MMDDYYYY)	POLICY EXP. DATE (MMDDYYYY)	LIMITS												
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		#TBD-CGL	3/1/17	3/1/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (See endorsement) \$ MED EXP (Any one person) \$ PERSONAL & AD&V INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND AGG \$ 1,000,000 \$												
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		#TBD-AL	3/1/17	3/1/18	COMBINED SINGLE LIMIT (See endorsement) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$												
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	#TBD-WC	3/1/17	3/1/18	PER STATUTE <input checked="" type="checkbox"/> OTHER \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000												
	Professional Liability (Claims-Made Policy) Max Ded: \$25,000		#TBD-DPR	3/1/17	3/1/18	Per Claim \$2,000,000 Aggregate \$2,000,000												
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)																		
CERTIFICATE HOLDER Iowa Department of Administrative Services (DAS) 109 SE 13th Street Des Moines, IA 50319				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature														

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ACORD 25 (2014/01)

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Attachment 1 – ConsensusDocs 801



ConsensusDocs 801

**** END OF RFP ****