

**INFORMAL REQUEST FOR PROPOSAL (RFP) - CONSTRUCTION  
ADMINISTRATIVE INFORMATION**

**1. General Information**

- 1.1. Agency will evaluate the qualifications, experience, and other relevant information from Respondents interested in contracting with the State of Iowa to provide the necessary services to complete the project described in the RFP.
- 1.2. Respondents 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 Agency. 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 Phone: (515) 348-6159.

**2. Inquiries**

- 2.1. All inquiries concerning the RFP shall reference the RFP number and shall be provided (via email) to Issuing Officer identified on the cover page of the RFP. Addenda type questions must be submitted by the date on the cover page of the RFP.
- 2.2. Any information provided by Respondents orally shall not be considered part of the companies Proposal. 2.3. 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 the RFP shall not be considered part of the RFP and are not binding.

**3. Preparation of the Proposal**

- 3.1. Proposals must be emailed to the Issuing Officer.
- 3.2. Respondents are solely responsible for timely delivery.

**4. Submittal of Proposal**

- 4.1. As stated above the proposal must be emailed.
- 4.2. The email subject line shall include the following information:  
**RFPXXXXXXXXXX – RFP Title**
- 4.3. The Proposal shall be received by DAS-Central Procurement on or before the date and time listed on the cover page of the RFP.

**5. Economy of Presentation**

Proposals shall address the specific RFP requirements. All questions posed by the RFP shall be answered clearly and concisely.

**6. RFP Changes and Addenda**

Written Addenda will serve to amend the RFP documents accordingly.

**7. Certification of Independent Price Determination**

- By submission of a response to the Proposal, the Respondent certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, that in connection with this procurement:
- Any prices or hourly rates in the 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.
  - Unless otherwise required by law, any prices or hourly rates which have been provided in the Proposal shall not knowingly be disclosed by the Respondent, directly or indirectly, to any competitor prior to the notice of intent to award a contract for services.
  - No attempt has been made or shall be made by the Respondent to induce any other person or Respondent to submit or not to submit a Proposal for the purpose of restricting competition.
  - Each person signing the Proposal certifies that:
    - He/she is the person in the Respondent's organization responsible within that organization for the decision as to any prices being offered herein, or
    - He/she is not the person in the Respondent'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

- Any offer made by the submitted Proposal and any clarifications to that Proposal shall be signed by an officer of the offering Respondent or a designated agent empowered to bind the Respondent in a contract.

#### **8. Notice of Intent to Award**

After the successful Respondent has been selected, a copy of the *Notice of Intent to Award* will be issued to all Companies who submitted Proposals in response to the RFP.

#### **9. Withdrawal of Proposals**

Respondents 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 Respondent shall not withdraw a Proposal for a period of sixty (60) days following the issuance of the Notice of Intent to Award. Proposals shall remain open and valid for consideration by Agency throughout this period of sixty days, and until such time thereafter that written request to withdraw a Proposal is received by Agency.

#### **10. Disposition of Proposals**

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

#### **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.

Public Records and Requests for Confidential Treatment.

- The Agency's release of public records is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless Contractor requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**
- **Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Contractors may not request confidential treatment with respect to pricing information and transmittal letters. A contractor's request for confidentiality that does not comply with this section or a contractor's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting contractor's Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.**
- If Agency receives a request for information that Contractor has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such material, Contractor shall, at its sole expense, appear in such action and defend its request for confidentiality. If Contractor fails to do so, Agency may release the information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Contractor fails to comply with the request process set forth herein, if Contractor's request for confidentiality is unreasonable, or if Contractor rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

#### **12. Proposal Evaluation and Award**

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

#### **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.

#### **14. Conflicts between Terms**

Agency reserves the right to accept or reject any exception taken by a Respondent to the terms and conditions of the RFP. Should a Respondent take exception to the terms and conditions required by Agency, the Respondent's exceptions may be rejected and the entire Proposal declared non-responsive. Agency may elect to negotiate with the Respondent regarding contract terms or the contents of the Respondent's Proposal.

#### **15. Iowa Statutes and Rules**

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

#### **16. Costs for Preparation of Proposals**

No payments will be made to cover costs incurred by any Respondent in the preparation or the submission of the Proposal, nor for any other associated costs.

#### **17. News Releases**

News releases or other materials made available to the public, the Respondent's clients, or potential clients pertaining to this procurement or any part of the Proposal shall not be made without prior written approval from Agency.

#### **18. Miscellaneous**

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

**18.2.** Agency reserves the right to waive minor deficiencies and informalities if, in the judgment of Agency, the best interests of the State of Iowa will be served.

**18.3.** Agency reserves the right to make a written request for additional information from a Respondent to assist in understanding or clarifying a Proposal. Any information received shall not be considered in the evaluation of the Respondent's Proposal if it materially alters the content of said Proposal.

### **INFORMAL REQUEST FOR PROPOSAL (RFP) - CONSTRUCTION CONTRACT TERMS AND CONDITIONS**

#### **1. Elements of Contract**

**1.1** No contract relationship is created or implied by Agency from the acceptance of a proposal or an interview with a Respondent in response to the RFP.

**1.2** The proposed form of contract between the Respondent and the State will be modified to include the following:

- Incorporation, by reference, of the RFP and subsequent addenda and the Proposal submitted by the successful Respondent in response to the RFP.
- Professional liability insurance in the amount of \$2 million will be required. See Exhibit A – Sample Insurance Certificate
- The proposed project fee, start dates, and scheduling of the selected Respondent's services shall be established during negotiations.
- *Iowa Code* Section 8.47, The Accountable Government Act, requires that the terms and conditions of service contracts shall include the following:
  - The amount or basis for paying consideration to the party based on the party's performance under the service contract.
    - Methods to effectively oversee the party's compliance with the service contract.
    - Methods to effectively review performance of a service contract.
- Other terms, mutually agreeable to the State and the Respondent, may be developed during negotiations with the selected Respondent.
- Other contract forms, as mutually agreeable, may be utilized as appropriate for additional services directly associated with the project.

**1.3** The RFP does NOT establish a statewide contract.

**1.4** See Sample Contract 803 at:

<https://das.iowa.gov/sites/default/files/procurement/pdf/ConsensusDoc803.pdf>

**INFORMAL REQUEST FOR PROPOSAL (RFP) – CONSTRUCTION  
PROPOSAL EVALUATION, SELECTION, AND AWARD**

**1. EVALUATION PROCEDURES**

- 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.
- 1.2 The Issuing Officer will review the proposals for compliance with the RFP instructions/requirements.
- 1.3 The Issuing Officer will retain non-compliant Proposals.
- 1.4 Copies of proposals determined by the Issuing Officer to be compliant with the RFP will be evaluated.
- 1.5 Evaluation criteria is shown in 2.2
- 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.
  - 1.6.1 DAS reserves the right to make a written request for additional information from a prospective Company to assist in understanding or clarifying a Proposal.

**2. SELECTION PROCEDURES**

- 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.
- 2.2 Criteria for evaluating the proposals:
  - 2.2.1 Qualifications (experience and expertise of staff assigned for similar projects), firm's capabilities and financial stability.
  - 2.2.2 Approach and Proposed Methods.
  - 2.2.3 The Firm's proposed schedule with respect to the State's needs.
  - 2.2.4 Stipulated Fee, hourly rates, and anticipated hours by position.

**3. AWARD OF CONTRACT**

- 3.1 After selection, DAS will meet with the Firm for the purpose of negotiating an Agreement that is acceptable to both parties. In the event that the parties do not achieve an acceptable agreement, DAS reserves the right, at its sole discretion, to negotiate with other RFP respondents.
- 3.2 Should the above process not result in a contract, DAS will re-evaluate relevant issues and take appropriate follow-up action.

**Exhibit A – SAMPLE INSURANCE CERTIFICATE**



# SAMPLE

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
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 <b>Agent's Name</b> <b>Agent's Address</b>	CONTACT NAME: <b>Agent's Information</b>	
	PHONE (A/C No. Exp): CALL ADDRESS:	FAX (A/C No.):
INSURERS <b>Designer's Name</b> <b>Designer's Address</b>	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>Company A (AN Best Rated A/VI or Better)</b>	NAIC# <b>Admitted</b>
	INSURER B:	<b>Carriers</b>
	INSURER C:	
	INSURER D:	
	INSURER E:	

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.

TYPE OF INSURANCE	INSURER (INS. W/O)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
<b>A</b> 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 DAMAGE TO RENTED PREMISES (As occurred) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$1,000,000
<b>B</b> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HESD AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		#TBD-AL	3/1/17	3/1/18	COMBINED SINGLE LIMIT (As accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>C</b> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COV. <input type="checkbox"/> INTENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
<b>D</b> WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPERTY OR BUSINESS EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	#TBD-WC	3/1/17	3/1/18	<input type="checkbox"/> PER STATUS <input checked="" type="checkbox"/> CON-OR \$1,000,000 E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - CA EMPLOYER \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
<b>Professional Liability (Claims-Made Policy)</b> <b>Max Ded: \$25,000</b>		#TBD-DPR	3/1/17	3/1/18	<b>Per Claim \$2,000,000</b> <b>Aggregate \$2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Project XXXX.XX** (Number varies by project)

<b>CERTIFICATE HOLDER</b> Iowa Department of Administrative Services (DAS) 109 SE 13th Street Des Moines, IA 50319	<b>CANCELLATION</b> 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 <b>Signature</b>

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