

June 23, 2010

REQUEST FOR PROPOSAL RFP 0210005180

TERM CONTRACT FOR ENVIRONMENTAL CONSULTING SERVICES

NOTICE TO CONSULTANTS

The Department of Administrative Services, General Services Enterprise, Procurement Services, (DAS) will receive sealed Proposals in response to this Request for Proposal (RFP) from qualified environmental consultants for Term Contracts for Environmental Consulting Services. Proposals will be accepted on or before 3:00 P.M., July 8, 2010, at the Department of Administrative Services, General Services Enterprise, Procurement Services, Hoover State Office Building – Level A, 1305 East Walnut Street, Des Moines, Iowa, 50319-0105. Proposals shall be delivered in person, by courier service or the US Mail. Faxed Proposals, E-Mailed Proposals or Proposals provided on forms printed from the Internet shall not be considered.

See the attached pages for a more complete description of the project and the required services for which a Consultant is to be retained, for the date and place Proposals are to be received and all associated requirements of the Proposal.

For further information, reference Request for Proposal 0210005180 and contact:

ISSUING OFFICER/PURCHASING AGENT:

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Procurement Services
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CHAPTER 1—PROJECT DESCRIPTION

1.1 PURPOSE

The State of Iowa, Department of Administrative Services, General Services Enterprise (the State), seeks a minimum of two (2) environmental engineering firms (the Consultant), to provide indefinite quantity consulting services for environmental assessment/inspection, developing project specifications, and monitoring of hazardous materials abatement projects for state owned facilities throughout the State of Iowa.

1.2 TERM OF CONTRACT

The selected Consultants shall provide consulting services for a period of one (1) year on the basis of individual work orders issued for specific projects, with no guarantee as to the number or dollar value of work orders. The Indefinite Quantity Contract with each Consultant may be renewed for five (5) additional periods of twelve (12) months each, at the discretion of the State of Iowa, Department of Administrative Services, General Services Enterprise.

1.3 NEGOTIATION OF WORK ORDERS

Individual projects will be identified on an as-needed basis. Selected projects will then be developed to include a project description and proposed schedule. Each work order will be negotiated as an individual project and based on the hourly rates, testing fees and other rates included in the firm's response to this RFP. The State reserves the right to negotiate the individual work orders with any or all Consultants before determining which Consultant will be awarded the work.

1.4 REQUIRED SERVICES

It is anticipated that required services will generally consist of the following:

- A. Inspection and Assessment:
 - Survey and inspect buildings/properties to locate, identify, and quantify specific types of materials containing asbestos, lead, PCB, mold, mercury, other hazardous materials, and soils contaminated with hydrocarbons, metals, and other contaminants
 - Collect and analyze samples of all presumed hazardous materials.
 - Provide reports documenting the findings including estimated quantities of hazardous materials, recommendations for abatement and estimated costs for abatement.
- B. Abatement Design Services:
 - Develop contract documents including project specifications and project design drawings for abatement projects, and associated estimated costs.
 - As necessary and appropriate, provide an interdisciplinary review of drawings and specifications for clarity, accuracy, completeness, coordination and applicable code compliance.
 - Develop abatement contractor interest in the project and assist the State in the issuance of bidding documents and addenda, conducting of pre-bid conferences and the receipt of the bids for the project.
- C. Abatement Monitoring Services:
 - Provide qualified abatement monitoring services, including air sampling, during the removal and closeout phases of abatement projects as necessary and appropriate to the project.
 - Determine that the work of the abatement contractor that is being performed in accordance with the requirements of the Contract Documents and applicable Federal, State and local regulations.
 - Schedule and conduct progress meetings.
 - Provide input and recommendations with regard to the feasibility of proposed abatement methods.
 - Prepare and distribute periodic written reports addressing all aspects of the work.
 - Develop a cost control system for the work that includes regular monitoring of actual costs for work in progress and estimates for uncompleted work.
 - Review and recommend approval of the payment applications of the abatement contractor.
 - Review all product data, samples and other submittals.

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D. Underground Storage Tanks

- Survey, locate and inspect known or suspected underground tanks.
- Evaluate the possibility of hazardous materials that may be associated with the tank.
- Provide qualified services, including sampling, during the abatement, removal and closeout phases of decommissioning of tanks as necessary and appropriate to the project.
- Determine that the work of the abatement contractor that is being performed in accordance with the requirements of the Contract Documents and applicable Federal, State and local regulations.
- Provide the services of a certified ground water specialist when needed.

E. Other Consulting Services

- Work with the architect, engineer, construction manager or other professional consultant on specific State projects in the review and analysis of all demolition construction designs that may involve hazardous materials abatement.
- Provide input to the architect, engineer, construction manager or other professional consultant on specific State projects, as to the sequence and scheduling of the overall project.

1.5 LOCATIONS OF STATE OWNED FACILITIES FOR SERVICES

Services may be requested at state owned sites throughout Iowa but are intended primarily for locations maintained by the Departments of Administrative Services, Commerce, Corrections, Cultural Affairs, Education, Human Services and Public Safety, the Commission of Veterans Affairs, Iowa Workforce Development and Iowa Law Enforcement Academy. Possible project locations include, but are not limited to, the following sites:

County	City	Street Address	Agency/Division	Location
Allamakee	Harpers Ferry	481 Luster Heights Road	Corrections	Anamosa State Penitentiary, Luster Heights Camp
Allamakee	Lansing	1200 Mount Ida Road	Iowa Public Television (Education)	K41AD - Channel 41, Lansing
Black Hawk	Cedar Falls	1510 West 1st Street	Public Safety	State Patrol District 9, Cedar Falls
Boone	Woodward	1251 334 Road	Human Services	Woodward Resource Center
Buchanan	Independence	2277 Iowa Avenue	Human Services	Independence Mental Health Institute
Buchanan	Walker	2113 - 330th Street	Iowa Public Television (Education)	KRIN - Channel 32, Waterloo
Buchanan	Walker	2113 - 330th Street	Iowa Public Television (Education)	KRIN-DT - Channel 35, Waterloo
Buena Vista	Storm Lake	East Lakeshore Drive & Highway South	Public Safety	Communication Center, Storm Lake
Calhoun	Rockwell City	313 Lanedale	Corrections	North Central Correctional Facility
Cass	Lewis	Highway 6	Public Safety	Communication Center, Lewis
Cedar	West Branch	1560 Baker Avenue	Iowa Public Television (Education)	KIIN - Channel 12, Iowa City
Cerro Gordo	Mason City	RR #1 Eisenhower Avenue	Public Safety	State Patrol District 8, Mason City
Cherokee	Cherokee	1251 West Cedar Loop	Human Services	Cherokee Mental Health Institute
Cherokee	Cherokee	5116 Highway 3	Public Safety	State Patrol District 5, Cherokee
Clarke	Osceola	1619 Truro Pavement	Public Safety	State Patrol District 2, Osceola
Clay	Spencer	503 W. 44th Street	Public Safety	State Patrol District 6, Spencer
Crawford	Denison	3710 Highway 30 East	Public Safety	State Patrol District 4, Denison
Crawford	Denison	West side of town	Public Safety	Communication Center, Denison
Dickinson	Arnolds Park	Monument Drive	Cultural Affairs	Gardner Log Cabin
Fayette	Clermont	Highway 18, Main Street	Cultural Affairs	Clermont Museum
Fayette	Clermont	26223 Harding Road	Cultural Affairs	Montauk
Fayette	Clermont	Larrobe Street	Cultural Affairs	Union Sunday School
Fayette	Oelwein	15239 35th Street	Public Safety	State Patrol District 10, Oelwein
Hardin	Eldora	3211 Edgington Avenue	Human Services	State Training School
Henry	Mt. Pleasant	1200 East Washington	Corrections	Mt. Pleasant Correctional Facility
Henry	Mt. Pleasant	1200 East Washington	Human Services	Mt. Pleasant Mental Health Institute

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County	City	Street Address	Agency/Division	Location
Henry	Mt. Pleasant	Highway 218 South	Public Safety	State Patrol District 13, Mt. Pleasant
Humboldt	Bradgate	1160 - 160th Street	Iowa Public Television (Education)	KTIN - Channel 21, Fort Dodge
Jackson	Maquoketa	Highway 428	Public Safety	Communication Center, Maquoketa
Jasper	Newton	307 South 60th Avenue West	Corrections	Newton Correctional Facility, including Minimum Site
Jefferson	Fairfield	2098 150 Street	Public Safety	Communication Center, Fairfield
Johnson	Iowa City	402 Iowa Avenue	Cultural Affairs	Centennial Building
Johnson	Iowa City	1030 Carroll Street	Cultural Affairs	Plum Grove
Johnson	Oakdale	2700 27th Ave. (Highway 965)	Corrections	Iowa Medical and Classification Center
Jones	Anamosa	406 North High Street	Corrections	Anamosa State Penitentiary
Lee	Fort Madison	31 Avenue G	Corrections	Iowa State Penitentiary, including Augusta Unit (northwest of Fort Madison) and Montrose Unit (southwest of Fort Madison)
Lee	Fort Madison	2482 Highway #2	Iowa Public Television (Education)	K38AB - Channel 38, Fort Madison
Lee	Keokuk	22nd and Johnson Street	Iowa Public Television (Education)	K44AB - Channel 44, Keokuk
Linn	Cedar Rapids	5400 16th Avenue S.W.	Public Safety	State Patrol District 11, Cedar Rapids
Louisa	Toolesboro	Highway 99	Cultural Affairs	Toolesboro Mound Group
Lyon	Granite	None	Cultural Affairs	Blood Run National Historic Landmark
Lyon	Rock Rapids	2996 - 19th Street	Iowa Public Television (Education)	K25AA - Channel 25, Rock Rapids
Marshall	Haverhill	214 1st Street	Cultural Affairs	Matthew Edel Blacksmith Shop and House
Marshall	Marshalltown	1301 Summit Street	Veterans Affairs	Iowa Veterans Home
Mills	Glenwood	711 South Vine	Human Services	Glenwood Resource Center
Mitchell	Osage	1991 - 420th Street	Iowa Public Television (Education)	KYIN - Channel 24, Mason City
Osceola	Sibley	5665 - 170th Street	Iowa Public Television (Education)	K33AB - Channel 33, Sibley
Page	Clarinda	2000 North 16th	Corrections	Clarinda Correctional Facility
Page	Clarinda	1800 North 16th	Human Services	Clarinda Mental Health Institute
Polk	Ankeny	1918 SE Hulsizer	Alcoholic Beverages Division (Commerce)	Alcoholic Beverages Division Warehouse and Office
Polk	Des Moines	Various buildings surrounding Capitol	Administrative Services	Capitol Complex
Polk	Des Moines	2300 Grand Avenue	Administrative Services	Terrace Hill
Polk	Des Moines	1000 East Grand Avenue	Iowa Workforce Development	1000 E. Grand Ave. (Capitol Complex)
Polk	Des Moines	150 Des Moines Street	Iowa Workforce Development	150 Des Moines Street
Polk	Des Moines	260 N.W. 48th Place	Public Safety	State Patrol District 1, Des Moines
Polk	Des Moines	5912 N.W. 2nd Avenue	Public Safety	State Patrol District 15 Communication Center
Polk	Des Moines	I-80 & 2nd Avenue	Public Safety	State Patrol Fleet and Supply Building
Polk	Des Moines	510 East 12 th Street	Vocational Rehabilitation	Jessie Parker Building (Capitol Complex)
Polk	Des Moines	Lucas State Office Building	Public Safety	State Patrol District #16, Des Moines
Polk	Johnston	7700 N.W. Beaver Drive	Iowa Law Enforcement Academy	Des Moines Area
Polk	Johnston	6450 Corporate Drive	Iowa Public Television (Education)	Headquarters
Polk	Mitchellville	300 Elm Street, Southwest	Corrections	Iowa Correctional Institution for Women
Polk	Slater	14723 NW 2nd Street	Iowa Public Television (Education)	KDIN - Channel 11, Des Moines
Pottawattamie	Council Bluffs	3434 Downing Avenue	Cultural Affairs	Western Historic Trails Center

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County	City	Street Address	Agency/Division	Location
Pottawattamie	Council Bluffs	33 Linn Avenue	Iowa Public Television (Education)	KBIN - Channel 32, Council Bluffs
Pottawattamie	Council Bluffs	2025 Hunt Avenue	Public Safety	State Patrol District 3, Council Bluffs
Pottawattamie	Hancock	48751 Juniper Road	Iowa Public Television (Education)	KHIN - Channel 36, Red Oak
Scott	Stockton	22365 20th Avenue	Public Safety	State Patrol District 12, Stockton
Tama	Toledo	701 Church Street	Human Services	Iowa Juvenile Home
Van Buren	Keosauqua	1 mile SE on J-40	Iowa Public Television (Education)	K54AF - Channel 54, Keosauqua
Wapello	Eldon	300 American Gothic Street	Cultural Affairs	American Gothic House
Wapello	Ottumwa	3-1/2 miles SE of Ottumwa	Iowa Public Television (Education)	K33AA - Channel 33, Ottumwa
Wapello	Ottumwa	2331 Roemer Avenue	Public Safety	State Patrol District 14, Ottumwa
Webster	Fort Dodge	1550 L Street	Corrections	Fort Dodge Correctional Facility
Webster	Fort Dodge	RR5, 2437 235th Street	Public Safety	State Patrol District 7, Fort Dodge
Winneshiek	Decorah	2690 Quarry Hill Road	Iowa Public Television (Education)	K14AF - Channel 14, Decorah
Woodbury	Sioux City	1327 Buchanan Avenue	Iowa Public Television (Education)	KSIN - Channel 27, Sioux City
Woodbury	Sioux City	1327 Buchanan Avenue	Iowa Public Television (Education)	KSIN-DT - Channel 28, Sioux City
Wright	Belmond	RR, US Highway 69	Public Safety	Communication Center, Belmond

CHAPTER 2—ADMINISTRATIVE ISSUES

2.1 PURPOSE

- A. This is an RFP in which respondents' Proposals shall be used to determine qualifications and to obtain other relevant information from Consultants interested in contracting with GSE to provide the necessary services to complete the projects described in this RFP.
- B. This RFP provides instructions for developing and submitting a proposal to provide the required services, in **CHAPTER 4, PROPOSAL REQUIREMENTS** and **CHAPTER 5, PROPOSAL EVALUATION & SELECTION**. This RFP, related addenda, sample contract, and the Proposal of the successful Consultant shall serve as the basis for the contract between GSE and the successful Consultant.

2.2 SCHEDULE OF EVENTS (ALL TIMES LISTED ARE LOCAL IOWA TIMES) AND PRIMARY REQUIREMENTS OF THE SUCCESSFUL CONSULTANT

June 17, 2010	RFP posted on TSB website.
June 23, 2010	RFP e-mailed to known suppliers and posted on the Department of Administrative Services, General Services Enterprise, web site: http://bidopportunities.iowa.gov/index.php?pgname=viewall
June 29, 2010	Questions and requests for clarifications to the RFP shall be emailed to the issuing officer by close of business
July 1, 2010	The State's responses to written requests for clarifications and pertinent questions (addenda) will be emailed to all firms that have requested copies of the RFP, and also posted at: http://bidopportunities.iowa.gov/index.php?pgname=viewall
July 9, 2010	Proposals shall be received at the Iowa Department of Administrative Services, GSE, Procurement Services, Level A, Hoover State Office Building, 1305 E. Walnut Street, Des Moines, IA 50319-0105. An original hard copy, 5 copies, and 1 CD are to be submitted. Proposals must be received on or before 3:00 p.m.
July 12, 2010	Committee evaluates Proposals
July 13, 2010	Target date for Issuing Notice of Intent to Award
July 21, 2010	Target date for execution of Contract

2.3 INQUIRIES

- A. All inquiries concerning this RFP shall reference RFP 0210005180 and shall be directed to the Issuing Officer/Purchasing Agent identified on the cover page of this RFP. All questions and requests for clarification or interpretation of the RFP shall be submitted in writing (email) to the issuing officer not later than the date specified in Section 2.2—Schedule of Events. Any information provided by a Consultant orally shall not be considered part of the Consultant's Proposal.
- B. In NO CASE shall oral communications take precedence over written communications. Only written communications shall be binding on the Department of Administrative Services or the State of Iowa.

- C. The Department of Administrative Services assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a contract, unless such representations are specifically incorporated into this RFP. Oral discussions pertaining to modifications or clarifications of this RFP shall not be considered part of this RFP unless confirmed in writing.

2.4 DATE, TIME, AND PLACE TO SUBMIT PROPOSALS

The Proposal shall be completed in the format outlined in **CHAPTER 4**. One (1) original “Official Proposal” and five (5) copies of the “Official Proposal”, and 1 CD shall be submitted to the Issuing Officer. Faxed submittals will not be accepted.

The “Official Proposal” package shall be received on or before 3:00 P.M. Central Time on the Proposal due date. Normal business hours for the Department of Administrative Services are 7:30 A.M. to 4:30 P.M., Monday through Friday, State holidays excepted. **Prospective Consultants shall take notice of the due date and time listed in Section 2.2—Schedule of Events, to insure their Proposal is received on or before 3:00 P.M. on the due date.**

2.5 PREPARATION OF THE PROPOSAL

The “Official Proposal” shall be submitted in ink, typewritten or computer generated. Changes shall be lined out and initialed. The format for the Proposal specified in **CHAPTER 4**, of this RFP shall be followed.

All answers provided to the questions asked in this RFP are subject to verification. Misleading and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

The “Official Proposal” original containing the original signature(s), five (5) copies, and 1 CD, shall be delivered in a sealed Proposal package.

The entire package, containing all required information, shall be submitted together. The Exterior of the package shall be clearly labeled with the following information:

- A. Randall Stapp
Purchasing Agent III, CPPO, CPPB
GSE- Procurement Services
Iowa Department of Administrative Services
Hoover State Office Building, Level A
1305 East Walnut Street
Des Moines, Iowa 50319-0105
- B. Consultant’s Name and Address
- C. Consultant’s Contact Person and Telephone Number
- D. Project Title and GSE RFP No. 0210005180
- E. Proposal Due Date and Due Time

Sealed Proposal Packages comprising the complete submittal shall have the original Proposal clearly labeled “***Official Proposal***” with all copies bearing a “***Copy***” label (i.e. ***Copy 1 of 5, Copy 2 of 5, etc.***.)

2.6 ECONOMY OF PRESENTATION

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

2.7 RFP CHANGES AND ADDENDA

GSE shall prepare a written Addendum(s) to Consultants in response to all pertinent questions submitted in writing not later than the date specified as the latest date and time for GSE to receive written questions and requests for clarification or interpretation of intended requirements from Consultants in Section 2.2, SCHEDULE OF EVENTS, of this RFP, and in which the response constitutes a change to the RFP content, or in which clarification or interpretation of its intended requirements is necessary. Written questions and requests for clarification or interpretation concerning this RFP shall be submitted to the Procurement Services of GSE, at the location specified above for receipt of Proposals. Any addenda to this RFP shall be issued and posted (on the DAS web site) per Section 2.2. Written Addenda shall serve to amend the RFP documents accordingly.

2.8 REJECTION OF PROPOSAL

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

2.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of a response to this Proposal, the Consultant certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, that in connection with this procurement:

- A. 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.
- B. Unless otherwise required by law, any prices or hourly rates which have been provided in this Proposal shall not knowingly be disclosed by the Consultant, directly or indirectly, to any competitor, prior to the notice of intent to award a contract for services.
- C. No attempt has been made or shall be made by the Consultant to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- D. Each person signing this Proposal certifies that:
 - 1. He/she is the person in the Consultant's organization responsible within that organization for the decision as to any prices being offered herein, that he/she has not participated, and shall not participate in any action contrary to 2.9(A) through 2.9(C) herein.
 - 2. He/she is not the person in the Consultant'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 in certifying that such persons have not participated, and shall not participate in any action contrary to 2.9(A) through 2.9(C) herein.
 - 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.

2.10 NOTICE OF INTENT TO AWARD

The *Notice of Intent to Award* shall be distributed to all Consultants who submit Proposals in response to this RFP.

2.11 WITHDRAWAL OF PROPOSALS

Prospective Consultants 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 Consultant shall not withdraw a Proposal for a period of ninety days following the issuance of the Notice of Intent to Award a contract. Proposals shall remain open and valid for consideration by GSE throughout this period of ninety days, and until such time thereafter that written request to withdraw a Proposal is received by GSE.

2.12 DISPOSITION OF PROPOSALS

All Proposals become the property of GSE and disposition of the Proposals shall be in the sole discretion of GSE.

2.13 DISCLOSURE OF PROPOSAL CONTENT

The laws of Iowa require that at the conclusion of the selection process, the contents of all Proposals 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. GSE 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.

2.14 ORAL PRESENTATION (N/A)

Oral presentations are not planned for this RFP.

2.15 PROPOSAL EVALUATION AND AWARD

All Proposals submitted shall be evaluated in accordance with the requirements set forth in **CHAPTER 5, PROPOSAL EVALUATION & SELECTION**, of this RFP. The contract shall be awarded to the compliant Consultant(s) determined by the Selection Committee to be the best qualified to provide the services required under this RFP, as a result of the evaluation and selection process described in **CHAPTER 4, PROPOSAL REQUIREMENTS**, and **CHAPTER 5, PROPOSAL EVALUATION & SELECTION**.

2.16 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, opinion, 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: GSE provides reimbursement to its employees for their transportation, lodging, meals, and miscellaneous expenses that are deemed necessary.

2.17 CONFLICTS BETWEEN TERMS

GSE reserves the right to accept or reject any exception taken by a prospective Consultant to the terms and conditions of this RFP. Should a prospective Consultant take exception to the terms and conditions required by GSE, the Consultant's exceptions may be rejected and the entire Proposal declared non-responsive. GSE may elect to negotiate with the Consultant regarding contract terms that do not materially alter the substantive requirements of the RFP or the contents of the Consultant's Proposal.

2.18 IOWA STATUTES AND RULES

Iowa Code, Chapter 8.A, and *Iowa Administrative Code* (IAC) 11-105 and 106, contain policies and procedures for State of Iowa procurement under which this RFP is issued. 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. The code requires the department to select architectural and engineering firms on the basis of qualifications and reasonable cost.

2.19 COSTS FOR PREPARATION OF PROPOSAL

No payments shall be made to cover costs incurred by any Consultant in the preparation or the submission of this RFP, nor for any other associated costs.

2.20 NEWS RELEASE

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

2.21 MISCELLANEOUS

- A. GSE reserves the right to accept or reject any part of any Proposal, and to accept or reject any or all Proposals without penalty.
- B. GSE reserves the right to waive minor deficiencies and informalities if, in the judgment of GSE, the best interests of the State of Iowa will be served.
- C. GSE reserves the right to make a written request for additional information from a Consultant to assist in understanding or clarifying a Proposal. Any information received shall not be considered in the evaluation of the Consultant's Proposal if it materially alters the content of said Proposal.

CHAPTER 3-CONTRACTUAL TERMS AND CONDITIONS

3.1 ELEMENTS OF CONTRACT

- A. No contract relationship is implied by GSE from the acceptance of a proposal from a firm in response to *Request for Proposal Number 0210005180*.
- B. The proposed form of agreement between the professional consultant and the State will be AIA Document B727, 1988, Standard Form of Agreement Between Owner and Architect for Special Services modified to meet the requirements of the State of Iowa and the Department of Administrative Services. The modifications will include the following:
 - a) Incorporation, by reference, of this Request for Proposal, subsequent addenda, and the Proposal submitted by the successful consultant in response to this RFP.
 - b) Professional liability insurance in the amount of \$2 million will be required.
 - c) Fees, scheduling, services, shall be determined between the Department of Administrative Services and the Consultant at the time of negotiation of the Agreement. In no case shall the term of this agreement exceed six (6) years.
 - d) Iowa Code Section 8.47, The Accountable Government Act, requires that the terms and conditions of service contracts shall include the following:
 - i. The amount or basis for paying consideration to the party based on the party's performance under the service contract.
 - ii. Methods to effectively oversee the party's compliance with the service contract.
 - iii. Methods to effectively review performance of a service contract.
 - e) Other terms, mutually agreeable to the State and the consultant, will be developed during negotiations with the selected consultant.
 - f) This RFP is for the scope of services as described in this RFP and does not establish a state-wide contract for use by other State Agencies for other work not described in this RFP.

3.2 PROPOSED CONSTRUCTION CONTRACT

The proposed form of contract between the construction contractor(s) and the State will be a standard AIA Document modified to meet the requirements of the State of Iowa and the Department of Administrative Services for Construction Projects.

CHAPTER 4-PROPOSAL REQUIREMENTS

4.1 PROJECT ASSUMPTIONS

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

- A. The management and development of State-owned buildings shall conform to all relevant building codes and with the Americans with Disabilities Act standards and Americans with Disabilities Act Architectural Guidelines.
- B. The work performed by the consultant shall comply with all applicable Federal, State and Local regulatory requirements.

4.2 MINIMUM CONSULTANT QUALIFICATIONS

- A. Consultants, other than Sole Proprietorships and General Partnerships, shall be registered with the Office of the Iowa Secretary of State.
- B. At least one principal of the selected Consultant firm's shall have a minimum of five years of similar services for projects of a similar nature, complexity, and size, as that covered by this RFP.
- C. The selected Consultant shall have sufficient, qualified staff and/or consultants to deliver the services required by this RFP.
- D. The selected Consultant 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.
- E. Failure to meet these requirements may result in rejection of the Proposal.

4.3 PROPOSAL CONTENT

The Proposal shall consist of the following elements in the order given below, and shall be limited to 20 single sided pages or less, not including dividers or cover page:

- A. Letter of Transmittal/Statement of Interest:
 - Provide a positive statement of understanding and compliance with respect to CHAPTER 1, PROJECT DESCRIPTION, CHAPTER 2, ADMINISTRATIVE ISSUES, and CHAPTER 3, CONTRACTUAL TERMS AND CONDITIONS.
 - Include a statement binding the Consultant to the proposed hourly rates and reimbursable rates and stating that the rates and other terms included in the Consultant's Proposal shall be binding and remain valid for consideration and acceptance by GSE for a period of not less than ninety (90) calendar days from the specified date this Proposal is due, for providing all services in conjunction with the proposed work as required by the RFP and proposed in the Proposal.
 - Include a statement certifying independent price determination as required by 1.10 of this RFP.
 - Include a statement certifying that your firm meets the minimum qualifications listed in 3.4 of this RFP.

- State a commitment to promptly starting the work when requested if selected as the Consultant.
- Identify a person, including mailing address, telephone number, fax number, and E-Mail address to whom all further correspondence and/or questions should be addressed.
- The letter shall be signed by an individual with the authority to bind the Consultant to providing the services as proposed.

B. A Brief Overview of the Offered Services.

- A brief discussion on the approach and methods proposed to be used for the requested services – including design, scheduling, cost estimating, and project management.
- The names and relevant project specific experience of the project manager and other key personnel designated for this work.
- For the Consultant and any outside consultants, list office locations where the work will be performed, including size of staff.

C. Hourly rates and reimbursable rates by applicable personnel. Please note, Reimbursable Expenses will be specifically limited, based upon State of Iowa Accounting Policies and Procedures #210.245, as follows:

Meals: Maximum reimbursable rates:

(a) Breakfast	\$ 8.00
(b) Lunch	12.00
(c) Dinner	23.00
TOTAL	\$43.00

Lodging: Maximum reimbursable amount is \$75.00 plus tax, anywhere in the state.

Mileage: 39¢ per mile. Special note: For mileage reimbursement, the state will provide payment for actual rental car expense or calculated mileage at state rates, whichever is less.

- List hourly rates for each of the applicable personnel that will be assigned to this work.
- List hourly rates by category for other staff that will be working on this work.
- Provide proposed rates for reimbursable expenses, including cost of investigative services and analysis, that will be charged to this project.
- Briefly describe the approach you will use to develop a fee for this work.
- Briefly describe the approach you will use to develop a project schedule for this work.

D. Brief overview of project team.

- Firm overview
- Brief resume of key personnel
- Brief summary of similar projects completed in the last five years including, but not limited to
 - Estimated project cost, initial project cost and final project cost
 - Estimated completion date, contract completion date and final cost at acceptance

4.4 GENERAL PROJECT INFORMATION AND OTHER REQUIREMENTS RELATING TO PROPOSALS

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- A. The selected Consultant is required to maintain an active office in the State of Iowa during the life of the contract.
- B. Consultants certified as Targeted Small Businesses are encouraged to submit Proposals. The Iowa Department of Inspections and Appeals (IDIA) administers the Targeted Small Business (TSB) Program. Businesses meeting the requirements of the program are approved and registered with the Department of Inspections and Appeals and are considered Targeted Small Businesses for purposes of this RFP and most other solicitations issued by GSE. Questions concerning the TSB Program and for identification of firms certified as Targeted Small Businesses, contact the TSB administering office in the Department of Inspections and Appeals at Phone: (515) 281-5686 or (515) 281-7250.
- C. GSE reserves the right to require proof of a submitting Consultant's financial security.

CHAPTER 5-PROPOSAL EVALUATION & SELECTION

5.1 SELECTION PROCEDURE

- A. A Selection Committee shall be formed to examine and evaluate all Proposals. The Committee may be made up of representatives from GSE, other State agencies, and non-State entities. The Committee's size and individual membership shall be determined at the sole discretion of GSE.
- B. Criteria for evaluating the proposals are listed below (weights will be available after proposals are opened :

Criteria

Fulfillment of all requirements of the RFP

For key personnel – qualifications and experience based on similar projects

For project team - qualifications and experience based on similar projects

Approach and methods proposed.

An evaluation of the proposed hourly rates (including cost's for investigative services & analysis), reimbursable rates, and methods to be used in developing a fee.

[Listed references may be used to verify information submitted by the prospective Consultant firm.]

- C. As soon as possible after completion of the proposal evaluation process, the Selection Committee will select the Consultant(s) deemed to be most qualified (per the selection criteria 5.1B) to provide the services. The Selection Committee may consider GSE's previous experience with the prospective Consultant. Information obtained from references may also be considered in the evaluation process and selection of the successful Consultant(s), and shall be used to verify the information provided in the Proposal.
- D. After final selection, the Selection Committee shall meet with the Consultant(s) for the purpose of negotiating a reasonable Agreement, which is acceptable to both parties. In the event that the parties do not achieve an acceptable agreement, GSE reserves the right, at its sole discretion, to negotiate with other RFP respondents in descending order of ranking (evaluation points).
- E. Should the above process not result in a contract, GSE shall re-evaluate relevant issues and take appropriate follow-up action.

5.2 EVALUATION PROCESS

- A. Proposal packages shall be opened by the GSE Purchasing Agent as specified in Chapter 1, and the names of all Consultant's who submitted Proposals shall be made available upon request..
- B. The GSE Purchasing Agent shall review the proposals for responsiveness to the RFP. This step shall include verification of each Proposal's compliance with Section 4.3, PROPOSAL CONTENT.
- C. The Purchasing Agent shall retain non-responsive Proposals.
- D. Proposals determined by the Purchasing Agent to be responsive to the RFP, will be evaluated by the Selection Committee.

- E. The Selection Committee's evaluation of Proposals shall include a review of each prospective Consultant's qualifications/experience, capabilities, resources, available level of effort, as well as verification that all requirements have been met.
- F. GSE reserves the right to make a written request for additional information from a prospective Consultant to assist in understanding or clarifying a Proposal. Any information received shall not be considered in the evaluation of the prospective Consultant's Proposal if it materially alters the content of the Proposal.

5.3 AWARD OF CONTRACT(S)

- A. All Firms that submitted a proposal will be notified of the final decision (selections), through the issuance of a Notice of Intent to Award (NOI).
- B. Representatives of GSE will meet with the Consultant(s) for the purpose of executing a term contract (typically 5-6 days after the NOI is issued and the appeal period has expired). In the event the parties do not execute a contract, GSE reserves the right, at its sole discretion, to negotiate with other RFP respondents in the order of rank.
- C. The total term of this contract cannot exceed six (6) years (general State rule that applies to service contracts).