



**REQUEST FOR PROPOSAL
No. RFP007005001**

NOTICE TO VENDORS

The Department of Administrative Services, General Services Enterprise – Purchasing, Hoover State Office Building - Level A, Des Moines, Iowa 50319 will receive sealed proposals until 3:00 p.m., Local Iowa Time, August 4, 2006 to establish a contract for a **“Systemic study and planning for the state prison system to maximize the efficient use of the current infrastructure, capacity, and treatment needs, versus projected needs of the prison system based on the Iowa prison population forecast”** for the Iowa Department of Corrections. Late proposals will not be considered.

For information regarding this notice, and throughout this competitive acquisition process, interested service providers shall contact only the issuing officer:

Kenneth Paulsen, CPPB
Purchasing Agent IV
Iowa Department of Administrative Services
General Services Enterprise – Purchasing
Hoover State Office Building - Level A
Des Moines, Iowa 50319-0105
Phone: 515-281-6366
FAX: 515-242-5974
E-mail: Kenneth.Paulsen@iowa.gov

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CHAPTER 1 – ADMINISTRATIVE INFORMATION

1.1 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified consulting service providers wishing to contract with the State of Iowa to conduct a **“systemic study and planning for the state prison system to maximize the efficient use of the current infrastructure, capacity, and treatment needs, versus projected needs of the prison system based on the Iowa prison population forecast”** for the Iowa Department of Corrections as outlined herein.

The RFP process is for the State’s benefit and is intended to provide the State with competitive information to assist in the selection process. This RFP is not to be comprehensive. Each vendor is responsible for determining all factors necessary for submission of a comprehensive proposal.

1.2 SCHEDULE OF EVENTS

- A. Prospective vendors are invited to submit written questions and/or requests for interpretation or clarifications concerning this RFP. The State must receive questions and/or requests for interpretation or clarifications no later than close of business, **July 14, 2006**. Prospective vendors may deliver questions by courier, fax, and mail or via e-mail only to the issuing officer.
- B. The State will issue written response to written questions, and/or requests for interpretation or clarifications regarding the RFP that were submitted in a timely manner. The written responses will be sent to all vendors no later than the close of business on **July 24, 2006**.
- C. Proposals shall be received by the Department of Administrative Services, General Services Enterprise – Purchasing no later than **3:00 p.m., Local Iowa Time, August 4, 2006**. It shall be the vendors’ responsibility to have their proposal delivered to the Department of Administrative Services, General Services – Purchasing in a timely manner.
- D. Proposals must be held firm and irrevocable and may not be withdrawn by prospective vendors for a period of ninety (90) days following the due date. In the event that the State and successful vendor(s) are negotiating an agreement on or after the ninety (90) days have elapsed from the date of the notice of intent to award or the date on which any appeals relative to this procurement are resolved, whichever is later, the vendor(s) agree to hold their offer pending execution of an agreement with the State.

1.3 INQUIRIES AND COMMUNICATIONS

- A. All inquires and communications concerning this RFP shall be in writing only to the issuing officer:

Kenneth Paulsen, CPPB
Purchasing Agent IV
Iowa Department of Administrative Services
General Services Enterprise – Purchasing
Hoover State Office Building – Level A
Des Moines, Iowa 50310-0105
Phone: 515-281-6366 Fax: 515-242-5974
E-mail: Kenneth.Paulsen@iowa.gov

- B. During the procurement, including any period of evaluation, the vendor shall contact only the issuing officer regarding this RFP. Discussing the RFP with any other State employee until the State issues a Notice of Intent to Award may result in disqualification.
- C. In NO CASE shall verbal communications override written communications. Only written communications are binding on the State.
- D. The State assumes no responsibility for representations concerning conditions by its officers or employees prior to the execution of a legal contract, unless such representations are specifically incorporated into this RFP or written addenda to the RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing. Any information provided by the vendor verbally shall not be considered part of that vendor's proposal. Only written communications from the vendor and received by the State shall be accepted.

1.4 PREPARATION OF PROPOSAL

The "Official Proposal" must be typewritten. Changes must be lined out and initialed. The proposal format set forth in Chapter 4 shall be followed. All answers that are given to the questions asked in the 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" package containing the original signatures and ten (10) copies, plus one electronic copy on CD, shall be delivered in sealed packages(s). All packages shall be clearly labeled with the following information:

Vendor's Name and Address
RFP No. RFP0007005001
Department of Corrections Systemic Study
Proposal Due Date – August 4, 2006
Issuing Officer – Kenneth Paulsen, CPPB

1.5 ECONOMY OF PRESENTATION

Proposal shall not contain promotional or display materials. Proposals must address the technical requirements. All questions posed by the RFP must be answered concisely and clearly.

1.5 COSTS OF PREPARING THE PROPOSAL

The costs of preparation and delivery of the proposal are solely the responsibility of the vendor.

1.6 AMENDMENT TO THE RFP AND PROPOSAL AND WITHDRAWAL OF PROPOSAL

The State reserves the right to amend the RFP at any time. The vendor shall acknowledge receipt of an amendment in its proposal. The vendor may amend its proposal at any time prior to the due date of proposals. The amendment must be in writing, signed by the vendor and received prior to the time set for the receipt of proposals. Electronic mail and faxed amendments will not be accepted. Upon written notice to the issuing officer, vendor may withdraw, modify, or resubmit proposals at any time prior to the time set for receipt of proposals. Electronic mail and faxed requests to withdraw proposals will not be accepted.

1.7 REJECTION OF PROPOSALS

The State will reject any proposal outright and not evaluate it for any of the following reasons:

- a) The vendor fails to deliver the proposal by the due date and time.
- b) The vendor fails to deliver the cost proposal in a separate envelope.
- c) The vendor states that a service requirement cannot be met.
- d) The vendor's response materially changes a service requirement.
- e) The vendor initiates unauthorized contact regarding the RFP with State employees.
- f) The vendor provides misleading, conflicting or inaccurate responses.

In addition, the State reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty. Any proposal may also be rejected outright for any one of the following reasons:

- a) The vendor's response limits the rights of the State.
- b) The vendor consistently fails to timely include information necessary to substantiate that it will be able to meet service requirements that are necessary for the proposal to be adequately evaluated. A response of "will comply" or merely repeating the requirements is not sufficient.
- c) The vendor fails to timely respond to the State's request for information, documents, or references.
- d) The vendor fails to timely include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- e) The vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.

1.8 PREPROPOSAL OBLIGATIONS

The content of the proposal and any clarification thereto submitted by the successful vendor shall become a part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 DATE, TIME AND PLACE TO SUBMIT PROPOSAL

The "Official Proposal" shall be completed in the required format. One (1) original "Official Proposal" and ten (10) printed copies of the "Official Proposal", plus one electronic copy on CD, shall be received by issuing officer:

Kenneth Paulsen, CPPB
Iowa Department of Administrative Services
General Services Enterprise – Purchasing
Hoover State Office Building – Level A
Des Moines, Iowa 50319-0105

The "Official Proposal" and copies shall be received no later than **3:00 p.m., Local Iowa Time, August 4, 2006**. Proposals that are submitted on time will be rejected, remain unopened, and not evaluated.

1.10 CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submission of a response to this RFP, the vendor certifies that the proposal was developed independently. The vendor also certifies that no relationship exists or will exist during the contract period between the vendor and the State that interferes with fair competition or is a conflict of interest. The State reserves the right to reject a proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interest of the State.

1.11 PROPOSAL ANNOUNCEMENT

The names of vendors who submitted proposals within the time frame permitted will be immediately available after the proposal due date to any person who requests such information. The announcement of names of vendors who submitted a proposal does not mean that an individual proposal has been deemed technically compliant and therefore is accepted for evaluation.

1.12 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIALITY

- A.** Before the Notice of Intent to Award is issued all details of proposals and scoring remain confidential. Upon issuance of a Notice of Intent to Award all proposals and scoring immediately become public information. The release of information by the State to the public is subject to Iowa Code Chapter 22 or other applicable law. Vendors are encouraged to familiarize themselves with these provisions prior to submitting a proposal. The State may treat all information submitted by a vendor as public information unless the vendor properly requests that information be treated as confidential at the time of submitting the proposal.

- B.** Any request for confidential treatment of information must be included in a cover letter with the vendor's proposal and must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and must indicate why disclosure is not in the best interest of the public. The request must also include the name, address, and telephone number of the person authorized by the vendor to respond to any inquiries by the State concerning the confidential status of the materials.
- C.** Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this manner.
- D.** In addition to marking the material as confidential material where it appears, the vendor must submit one hard copy and one electronic copy on CD of the proposal and both marked "Public Copy" from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. The "Public Copy" will be made available for public inspection.
- E.** An entire proposal cannot be marked confidential. Only those sections that meet the criteria in Iowa Code Chapter 22 for confidentiality may be marked confidential information. Costs that will be incorporated into any resulting contract cannot be deemed confidential.
- F.** The vendor's failure to request confidential treatment of material pursuant to this section and the relevant laws and administrative rules will be deemed by the State as a waiver of any right to confidentiality which the vendor may have had.

1.13 PROPOSAL PROPERTY OF THE STATE

All proposals become the property of the State of Iowa and shall not be returned to the vendor unless all proposals are rejected. In the event all proposals are rejected, vendors will be asked to send prepaid shipping instruments to the State for return of the proposals submitted. In the event no shipping instruments are received by the State, the proposals will be destroyed by the State. Additionally, the evaluation documents created by the State will be destroyed in the event all proposals are rejected. Otherwise, at the conclusion of the selection process, the contents of all proposals will be placed in the public domain and open to inspection by interested parties to the exceptions provided in Iowa Code Chapter 22 or other applicable law.

1.14 PROPOSAL EVALAUTION AND AWARD

All proposals submitted shall be evaluated in accordance with the requirements set forth in Chapter 4 of this RFP. Any contract resulting from this RFP shall not

necessarily be awarded to the vendor with the lowest prices. Instead, this contract shall be awarded to the compliant vendor who has the greatest number of points awarded as result of the evaluation process.

1.15 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 excise of discretion with respect to that employee's duties. Evidence of violation of this statute will be turned over to the proper prosecuting attorney.

1.16 CONFLICTS BETWEEN TERMS

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

1.17 IOWA STATUTUES AND RULES

Iowa Code Chapter 8A and Chapter 11, Iowa Administrative Code contains policies and procedures for the 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.

1.18 NEWS RELEASES

News releases or other materials made available to the public, the vendor's clients or potential clients pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of the Iowa Department of Administrative Services.

1.19 COPY RIGHTS

By submitting a proposal the vendor agrees that the State may copy the proposal for the purposes of facilitating the evaluation or to respond to requests for public records. The vendor consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party. The State will have the right to use ideas or adaptations of ideas, which are presented in the proposal.

1.20 RELEASE OF CLAIMS

With the submission of a proposal, each vendor agrees that it will not bring any claim or have cause of action against the State of Iowa based on any misunderstanding concerning the information provided herein or concerning the

State's failure, negligent or otherwise, to provide the vendor with pertinent information as intended by this RFP.

1.21 VENDOR QUALIFICATION REQUIREMENT

Prior to execution of a contract with successful vendor, the successful vendor must be qualified to do business with the State of Iowa by registering with the Department of Administrative Services and with the Secretary of State as applicable.

1.22 AWARD NOTICE AND ACCEPTANCE PERIOD

A Notice of Intent to Award the contract will be forwarded to all vendors submitting a timely proposal. After the announcement of the apparent successful vendor(s), negotiation and execution of the contract shall commence. If the apparent successful vendor fails to negotiate and deliver an executed contract within 30 days from date of award, the State, in its sole discretion, may cancel the award and award the contract to the next highest ranked vendor or withdraw the RFP. Before the Notice of Intent to Award is issued all details of proposals and scoring remain confidential. Not before but after the Notice of Intent to Award is issued all proposals and scoring will immediately become public information pursuant to section 1.12.

1.23 APPEAL TIME PERIOD

A vendor whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance with Chapter 11 – 105.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the issuing officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the department, exclusive of Saturday, Sunday, and legal state holidays. The written notice may be filed by fax transmission to 515-242-5974. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful vendor.

1.24 MISCELLANEOUS

- A.** The State reserves the right to accept or reject any part of any proposal and to accept or reject any or all proposals without penalty.

- B.** The State reserves the right to waive minor deficiencies and informalities if, in the judgment of the State, its best interest will be served.
- C.** The State reserves the right to make a written request for additional information from a vendor to assist in understanding or clarifying a proposal. Any information received shall not be considered in the evaluation of the vendor's proposal if it materially alters the content of the proposal.
- D.** The terms and provisions of this RFP shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this RFP shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum.
- E.** The State reserves the right to obtain and consider information from other sources concerning a vendor, such as the vendor's capability and performance under other contracts.

End of Chapter 1

CHAPTER 2 – CONTRACTURAL TERMS AND CONDITIONS

2.0 CONTRACTURAL TERMS AND CONDITIONS

The contract that the Department of Corrections (DOC) expects to award as a result of this Request for Proposal (RFP) will be based upon the proposal submitted by the successful vendor and this solicitation. The contract between the DOC and the successful vendor shall be a combination of the scope of services, terms and conditions of the RFP, including the terms of conditions of chapter 2, the offer of the vendor contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the DOC.

The contract terms contained in chapter 2 are not intended to be a complete listing of all contract terms but are provided only to enable vendors to better evaluate the costs associative with the RFP and the potential resulting contract. Vendors should plan on such terms being included in any contract awarded as result of this RFP. All costs associated with complying with these requirements should be included in any pricing quoted by the vendor.

By submitting a proposal, each vendor acknowledges its acceptance of the scope of work, terms and conditions without change except as otherwise expressly stated in its proposal. If a vendor takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or requirements of the RFP may be deemed non-responsive by the State, in its sole discretion, resulting in possible disqualification of the proposal. The DOC reserves the right to either award a contract without further negotiation with the successful vendor or to negotiate contract terms with the selected vendor if the best interests of the DOC would be served.

2.1 INTRODUCTORY CONTRACT LANGUAGE

This Contract for correctional consulting services is between the State of Iowa, Iowa Department of Corrections, hereinafter referred to as the "State", "DOC" and the **[name of the vendor]**. The parties agree as follows:

2.2 IDENTITY OF THE PARTIES

- A. The Iowa DOC is authorized to enter into this Contract. DOC's address is 510 East 12th Street, Des Moines, Iowa 50319.
- B. **[full legal name of the vendor]** ("Vendor") **[the vendor's business form]** is organized under the laws of the state of **[state where the vendor is organized or incorporated]** and authorized to do business in the state of Iowa. The vendor's address is **[the vendor's address]**.

2.3 PURPOSE

The parties have entered into this Contract for the purpose of retaining the Vendor to provide consulting services to conduct a systemic study and planning for the state prison system to maximize the efficient use of the current infrastructure, capacity, and treatment needs, versus projected needs of the prison system based on the Iowa prison population forecast.

2.4 DURATION OF CONTRACT

The term of this Contract shall be effective upon signature of both parties through the conclusion of the legislative session in calendar year 2007 (legislative session is scheduled for 100 days starting in January and concluding in April 2007).

2.4 SCOPE OF SERVICES

The Vendor shall provide consulting services to conduct a systemic study and planning for the state prison system to maximize the efficient use of the current infrastructure, capacity, and treatment needs, versus projected needs of the prison system based on the Iowa prison population forecast.

Services rendered pursuant to this Contract shall be performed in a professional manner in accordance with the terms of this Contract and the standards of performance considered generally acceptable for professional consulting services.

2.5 COMPENSATION

In no event shall the maximum liability of the DOC under this Contract exceed **[maximum liability amount in words and numbers]**. This amount shall constitute the entire compensation due the Vendor for the required services and all of the vendor's obligations including but not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Vendor. **This entire compensation shall include Vendor's travel, meal, and lodging expenses.** The maximum liability of the DOC under this Contract is firm for the duration of the Contract and is not subject to escalation for any reason unless amended.

The Vendor shall be compensated based upon successful completion and submittal of an itemized invoice per the amounts of the Scope of Services categories listed below, **if agreed upon by the DOC.**

ITEM #	AMOUNT
[Item 1, etc.]	[Amount in numbers]

The Vendor shall submit invoices, in form and substance acceptable to the DOC with all of the necessary supporting documentation, prior to any payment. The invoices shall be submitted to:

[Insert name]
Iowa Department of Corrections
510 East 12th Street
Des Moines, Iowa 50319

2.6 TERMINATION FOR CAUSE

If the Vendor fails to fulfill its obligations under this Contract in a timely or proper manner, or if the Vendor violates any term of this Contract, the DOC shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Vendor shall not be relieved of liability to the DOC for damages sustained by virtue of any breach of this Contract by the Vendor.

2.7 TERMINATION FOR CONVENIENCE

The Contract may be terminated by either party by giving written notice to the other, at least fifteen (15) days before the effective date of the termination. Should the DOC exercise this provision, the Vendor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Should the Vendor exercise this provision, the DOC shall have no liability to the Vendor except for documented services which can be effectively used by the DOC. The final decision as to what these services are shall be determined solely by the DOC.

2.8 SUBCONTRACTING

The Vendor shall assign or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the DOC. Notwithstanding any use of approved subcontractors, the Vendor shall be the prime contractor and shall be responsible for all work performed.

2.9 CONFLICT OF INTEREST

The Vendor warrants that it has no interest and shall not acquire no interest that would conflict in any manner or degree with the performance of the required services under this Contract.

2.10 INDEMNIFICATION

- A. By the Vendor.** The Vendor agrees to indemnify and hold harmless the State of Iowa and the DOC, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value and time spent by the Attorney General's Office, and the costs and expenses and reasonable attorney's fees of the other counsel required to defend the State or Iowa or DOC, relating to or arising from:

A 1 – Any breach of this Contract;

A 2 – Any negligent, intentional or wrongful act or omission of the Vendor or any agent or subcontractor utilized or employed by the Vendor;

A 3 – The Vendor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Vendor;

A 4 – Any failure by the Vendor to comply with the compliance with the Law provision of this Contract;

A 5 – Any failure by the Vendor to make all reports, payments and withholdings required by federal and state laws with respect to social security, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State of Iowa;

A 6 – Any infringement of copyright, trademark, patent, trade dress, or other intellectual property right; or

A 7 – Any failure by the Vendor to adhere to the confidentiality provisions of this Contract.

B. Indemnification by the DOC

The DOC shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the Vendor from and against any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments arising directly out of the negligence or wrongful acts or omissions of any employee of the DOC while acting within the scope of the employee's office of employment in connection with the performance.

At the option of the DOC, the Vendor shall be represented by the Attorney General of the State or special counsel retained by the State or Attorney General of the State with respect to any litigation brought by or against the DOC or such persons with respect to any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments to which such persons may be subject and to which they are entitled to be indemnified hereunder.

If the DOC makes any indemnity payment pursuant to this Section and the person to or on behalf of whom such payments are made thereafter collects any such amounts from others, that person shall promptly repay such amounts to the DOC, without interest.

C. Survives Termination

Indemnification obligations of the parties shall survive termination of this Contract.

2.11 INSURANCE

- A. Insurance requirements.** The Vendor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Vendors expense, insurance covering its work during the entire term of this Contract and any extensions. The Vendor's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or relating to the Vendor's performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the DOC shall be named as additional insured or loss payees, or the Vendor shall obtain an endorsement to the same effect, as applicable.
- B. Types and Amounts of Insurance Required.** Unless otherwise requested by the DOC in writing, the Vendor shall cause to be issued the insurance coverage's set forth below:
- B 1 – Worker Compensation – As required by Iowa law
Employer's Liability – As required by Iowa law
 - B 2 – Comprehensive General Liability
\$1,000,000.00 combined single limit
\$1,000,000.00 umbrella coverage
 - B 3 – Automobile Liability
\$1,000,000.00 combined single limit
\$1,000,000.00 umbrella coverage
 - B 4 – Property Damage
\$1,000,000.00 combined single limit
\$1,000,000.00 umbrella coverage
- C. Certificates of Insurance.** All insurance policies required by this Contract shall remain in full force and effect during the entire term of this Contract and any extensions thereof and shall not be cancelled or amended except with the advance written approval of the DOC. The Vendor shall submit certificates of insurance, which indicates coverage and notice provisions as required by this Contract, to the DOC upon execution of this Contract. The certificates shall be subject to approval by the DOC. The insurer shall state in the certificates that no cancellation of the insurance will be made without at least thirty (30) days prior written notice to DOC. Approval of insurance certificates by the DOC shall not relieve the Vendor of any obligations under this Contract.

2.12 LIMITATION OF LIABILITY

The Vendor expressly acknowledges that the consulting services scope of work is subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the DOC's project, the Vendor shall not hold the DOC liable in any manner for the resulting changes. The DOC shall use the best efforts to provide thirty (30) days written notice to the Vendor of any legislative change. During the thirty (30) day period, the parties shall meet

and make a good faith effort to agree upon changes to the Contract to address the legislative changes. Nothing in this section shall affect or impair the DOC's right to terminate the Contract pursuant to the termination provisions.

2.13 COMMUNICATIONS AND CONTACT

All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by e-mail, facsimile transmission, by overnight courier service, addressed to the respective party at the appropriate e-mail address, facsimile number or address as set forth below or to such other parties as may be necessary for the project completion.

The DOC:

[Project Manager's name]
Iowa Department of Corrections
510 East 12th Street
Des Moines, Iowa 50319
[Telephone Number]
[Facsimile Number]
[E-mail Address]

The Vendor:

[Vendor Contact Name]
[Vendor's Name]
[Vendor's Address]
[Vendor's City, State, Zip]
[Telephone Number]
[Facsimile Number]
[E-mail Address]

2.14 STATE DUTIES

During the term of the Contract, the DOC shall furnish the Vendor with reasonable office space and access to DOC personnel and information necessary to complete the project. The DOC project manager will be the coordinating individual and assist in meeting the project needs of the Vendor.

2.15 WARRANTIES

- A. Construction of Warranties Expressed in this Contract with Warranties Implied by Law.** All warranties made by the Vendor in all provisions of this Contract and the Proposal by the Vendor, whether or not this Contract specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the DOC, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the

Vendor. The provisions of this section apply during the term of this Contract and any extensions thereof.

- B. Concepts, Materials, and Work Produced.** Vendor represents and warrants that all the concepts, materials and Works produced or provided to the DOC pursuant to the terms of this Contract shall be wholly original with the Vendor or that the Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials, and Works. The Vendor represents and warrants that all concepts, materials, and Works and the DOC's use of same and the exercise by the DOC of the rights granted by this Contract shall not infringe upon any other work, other than materials provided by the Contract to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, materials owned by the Vendor and any other materials, Works and methodologies used in connection with providing the services contemplated by this Contract.
- C. Professional Practices.** The Vendor represents and warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.
- D. Conformity and Contractual Requirements.** The Vendor represents and warrants that the Works will appear and operate in conformance with the terms and conditions of this Contract.
- E. Authority to Enter into Contract.** The Vendor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any rights or interest to any person or entity that might derogate, encumber or interface with the rights granted to the DOC.
- F. Obligations Owed to Third Parties.** The Vendor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Contract are or will be fully satisfied by the Vendor so that the DOC will not have any obligations with respect thereto.
- G. Title to Property.** The Vendor represents and warrants that title to any property assigned, conveyed or licensed to the DOC is good and that transfer of title or license to the DOC is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.
- H. Industry Standards.** The Vendor represents and expressly warrants that all aspects of the goods and services provided or used by it shall conform to the standards in correctional operations in the performance of this Contract.

2.16 CONTRACT ADMINISTRATION

- A. **Independent Contractor.** The status of the Vendor shall be that of an independent contractor. The Vendor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any agency, division or department of the state. Neither the Vendor nor its employees shall be considered employees of the DOC or the State of Iowa for federal or state tax purposes. The DOC will not withhold taxes on behalf of the Vendor.
- B. **Incorporation of Documents.** The RFP, and amendments and written responses to Vendor's questions (collectively RFP) and the Vendor's Proposal submitted in response to the RFP, form the Contract between the Vendor and the DOC and are incorporated herein by reference. The parties are obligated to perform all services described in the RFP and Proposal unless the Contract specifically directs otherwise.
- C. **Order of Priority.** In the event of a conflict between the Contract, the RFP, the Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the RFP; (3) Proposal.
- D. **Compliance with the Law.** The Vendor, its employees, agents and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small business as subcontractors or suppliers. The Vendor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.
- E. **Amendments.** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.
- F. **Third Party Beneficiaries.** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the DOC and the Vendor.
- G. **Choice of law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of laws provision of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature commended in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the DOC or the State of Iowa.
- H. **Assignment and Delegation.** This Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.

For the purpose of construing this clause, a transfer of a controlling interest in the Vendor shall be considered an assignment.

- I. **Use of Third Parties.** The DOC acknowledges that the Vendor may contract with third parties for the performance of any of the Vendor's obligations under this Contract. All subcontracts shall be subject to prior approval by the DOC. The Vendor may enter into these contracts to complete the project providing that the Vendor remains responsible for all services performed under the Contract. All restrictions, obligations and responsibilities of the Vendor under the Contract shall also apply to the subcontractors. The DOC shall have the right to request the removal of a subcontractor from the Contract for good cause.
- J. **Integration.** This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.
- K. **Headings or Captions.** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraph.
- L. **Not a Joint Venture.** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting towards the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.
- M. **Joint and Several Liability.** If the Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.
- N. **Supersedes Former Contracts or Agreements.** This Contract supersedes all prior Contracts or Agreements between the DOC and the Vendor for the services provided in connection with this Contract.
- O. **Waivers.** Except as specifically provided for in a waiver signed by duly authorized representatives of the DOC and the Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- P. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

- Q. Severability.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.
- R. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of this Contract.
- S. Authorization.** Each party to this Contract represents and warrants to the other parties that:
- It has the right, power and authority to enter into and perform its obligations under this Contract.
- It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- T. Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and insure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- U. Record Retention and Access.** The Vendor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the DOC throughout the term of this Contract for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Vendor shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Vendor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Vendor shall not impose a charge for audit or examination of the Vendor's books and recorders.
- V. Solicitation.** The Vendor warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.
- W. Obligations beyond Contract Term.** This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the DOC and the Vendor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

- X. **Counterparts.** The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- Y. **Additional Provisions.** The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- Z. **Further Assurances and Corrective Instruments.** The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.
- AA. **Delay or Impossibility of Performance.** The Vendor shall be in default under this Contract if performance is delayed or made impossible by an act of God, flood, fire or similar events. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Vendor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Vendor shall not be excused from compliance with the terms and obligations of this Contract.

2.17 EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

**STATE OF IOWA
DEPARTMENT OF CORRECTIONS**

Signature

Date

Title

[NAME OF VENDOR]

Signature

Date

Title

End of Chapter 2

CHAPTER 3 – MANDATORY REQUIREMENTS

3.1 OVERVIEW

Legislative House File 2782 requires that the Iowa Department of Corrections (DOC) conduct a “systemic study and planning for the state prison system to maximize the efficient use of the current infrastructure, capacity, and treatment needs, versus projected needs of the prison system based on the Iowa prison population forecast.” This legislation passed and was approved by the Governor. The final work product will be a single report that complies with the intent of Legislative House File 2782 and provides the Department of Corrections with a realistic long range planning document.

3.2 SCOPE OF SERVICES

The Vendor shall conduct a systemic study and planning for the state prison system to maximize the efficient use of the current infrastructure, capacity, and treatment needs, versus projected needs of the prison system based on the Iowa prison population forecast. Because Iowa has a coordinated system of prison, parole, and probation, the study shall address both institutions and community-based corrections.

The final work product will be a single report that complies with the intent of Legislative House File 2782 and provides the DOC with a realistic long range planning document. The final work product will, at a minimum. Require the following:

- How to maximize the efficient use of current infrastructure;
- A study of existing capacity and treatment needs versus projected growth;
- An engineering review and estimates on the useful life of our existing prison infrastructure;
- Recommendation on housing of federal detainees/prisoners;
- Recommendation on needs for building new infrastructure;
- Recommendation on new treatment opportunities.

While there is no required time frame for completing this study, the DOC expects the final report shall be completed and presented to the Director of the DOC by February 1, 2007. The Vendor will also be expected to present a summary of their report to the Iowa Board of Corrections and Legislative Groups.

3.3 CORRECTIONAL CONSULTANT QUALIFICATION AND EXPERIENCE

The Vendor shall demonstrate qualifications and experience with state correctional operations, including but not limited to: need analysis; verification of need, correctional facility programming; community-based programming; correctional facility design, construction cost estimating, correctional and community-based facility operational cost analysis, correctional administrative operations and cost analysis and security operations.

3.4 TEAMS AND SUB-CONSULTANTS

In order to provide the full range of tasks described in the scope of work, interested Vendors may respond to this RFP as a team of Vendors under the umbrella of a single primary Vendor and a single proposal. Qualifications and experience of all of the Vendors participating as a team shall be presented in the proposal document. The single primary Vendor shall be identified for contractual purposes and to serve as the single point-of-contact for business functions.

If a Vendor intends to utilize sub-consultants then the qualifications and experience of all identified consultants shall be presented in the proposal document.

Additionally, if sub-consultants are utilized, the proposal document shall indicate the distribution of work and project responsibilities relegated to each participant.

3.5 COST OF SERVICES

Legislative House File 2782 has appropriated \$500,000 for the study project. Thus, the maximum amount of expenditure shall not exceed this amount.

3.6 VENDOR INFORMATION

The following information is required of prospective Vendors and will be used to evaluate their qualifications:

- A. Name of Vendor
- B. Form of business entity (e.g. corporation, partnership, etc.)
- C. State of incorporation (if a corporation)
- D. Home office address and telephone number
- E. Local/Graphic office address and telephone number
- F. Provide a description of your business, type, background, organizational history, size and years in business
- G. Specialized services, if any, and years of experience in each such area
- H. Minimum of three (3) financial references
- I. During the last five (5) years, has the Vendor had a contract terminated for default? If so, the Vendor shall submit full details.
- J. During the last five (5) years, has the Vendor been assessed any penalties under any existing or past contracts?
- K. During the last five (5) years has the Vendor, a subsidiary or intermediary company, parent company or holding company been the subject of any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity or if trading in the stock of the companies has ever been suspended.

3.7 RECENT AND RELEVANT PROJECT EXPERIENCE

Vendor shall have completed at least one project or combination of projects similar in size and nature to the scope of work for this project. The Vendor shall

provide the following information to evidence of its experience in delivering services such as those being sought under this RFP. Vendors shall provide all information listed below:

- Project Name
- Client: Name, Address, City, State, Contact Name and Phone Number
- Project Summary/Results

3.8 CASE STUDIES

Vendors are expected to demonstrate experience and expertise in correctional consulting services. Information provided shall be in sufficient detail to enable the DOC to ascertain the Vendor's understanding of the effort to be accomplished, and shall outline the steps in the total service provided.

Vendor shall present one detailed case study that specifically addresses as many of the following task areas as possible, and two executive summary case studies that highlight one or more of the tasks as identified below.

3.9 PRESENTATION OF CASE STUDIES

For purposes of the RFP submittal the Vendor shall specifically address the following task areas in their Case Studies where applicable:

- State correctional operations
- Need analysis
- Verification of need
- Correctional facility programming
- Community-based programming
- Correctional facility design
- Construction cost estimating
- Correctional and community-based facility operational cost analysis
- Correctional administrative operations
- Security operations

End of Chapter 3

CHAPTER 4 – PROPOSAL FORMAT AND EVALUATION CRITERIA

4.0 PROPOSAL FOREMAT AND EVALUATION

4.1 INSTRUCTION

The contents of the proposal shall be as defined in paragraph 4.2 for the Technical and Cost Proposal. Failure to adhere to these instructions will be cause for rejection of the Vendor's proposal.

The complete proposal package, containing both the Technical Proposal and Cost Proposal, shall be marked as follows:

RFP No. RFP0007005001
Department of Corrections Systemic Study
Proposal Due Date: August 4, 2006
Issuing Officer – Kenneth Paulsen, CPPB

4.2 TECHNICAL AND COST PROPOSAL CONTENTS

A. Technical Proposal

A 1 – Cover or Title Page

A 2 – Table of Contents

A 3 – Letter of Transmittal – Signed by an officer with authority to bind the Vendor's proposal.

A 4 – Executive Summary – A brief overview of the offered services.

A 5 – Administrative, Contractual and Mandatory Requirements

- Provide a positive statement of understanding or compliance with respect to Chapter 1 – Administrative Information
- Provide a positive statement understanding and acceptance with respect to Chapter 2 - Contractual Terms and Conditions
- Provide a positive statement of compliance, information, and explanation as required to the requirements of Chapter 3 – Mandatory Requirements

B. Cost Proposal

B 1 – Cover or Title Page

B 2 – Table of Contents (if necessary)

B 3 – Letter of Transmittal - Signed by an officer with authority to bind the Vendor's proposal.

B 4 – Cost Proposal Information

4.3 EVALAUTION PROCESS

- A. Proposal packages will be opened by the issuing officer and the names of all vendors that submitted a proposal will be read aloud and released to all submitting vendors via fax or e-mail.
- B. The issuing officer will review the proposals for compliance with the proposal format instructions. This will consist of verification of each proposal's full compliance with the requirements of section 4 of the RFP.
- C. The issuing office will retain non-compliant proposals.
- D. Copies of compliance proposals will be distributed to the Evaluation Committee.
- E. The Evaluation Committee's evaluation will include a review of each proposal, as well as verification that all requirements of chapter 3 of the RFP have been met.
- F. All information and answers provided to the RFP's requirements and questions are subject verification. Misleading and/or inaccurate information and answers shall be grounds for disqualifications at any stage in the procurement process.
- G. The State reserves the right to make written request for additional information from a vendor to assist in understanding or clarifying their proposal. Any information received shall not be considered in the evaluation if it materially alters the content of the proposal.

4.4 SELECTION PROCESS

- A. An Evaluation Committee will be formed to examine and evaluate all compliant proposals. The membership of the committee will be at the sole discretion of the State.
- B. Evaluation criteria and assigned point values:
 - Credentials and Qualifications 30 points
 - Correctional Consulting Experience 30 points

• Case Studies	20 points
• Costs	20 points
Total	100 points

The cost will be used in the cost formula below to compute the relative number of cost points awarded to each proposal. The lowest cost will receive the maximum number of cost points.

$$\frac{\text{Lowest Cost}}{\text{Vendor X Cost}} \times \text{Available Points} = \text{Points}$$

- C. The State reserves the right at its sole discretion invite the vendor(s) with the highest evaluation score(s) to make a presentation of their proposal. .
- D. At the conclusion of the evaluation process, the evaluation committee will forward it proposed recommendation for award of contract to the Director of the Department of Corrections.

4.5 AWARD OF CONTRACT

- A. After the final selection, representatives of the State will meet with the successful vendor for the purpose of negotiating a final agreement that is acceptable to both parties. In the event that the parties do not achieve an acceptable agreement, the State reserves the right, at its sole discretion, to negotiate with other RFP respondents.

End of Chapter 4

FY07 PRISON CLOSURES

No Good Time/Earned Time Loss

Convicting Offense Type	Count
	56
Drug	817
Other	60
Property	739
Public Order	580
Violent	350
Those without loss of good time or earned time	2,602

Good Time/Earned Time Loss

Convicting Offense Type	Count	% of Total who lost good time/earned time
	73	56.6%
Drug	640	43.9%
Other	89	59.7%
Property	684	48.1%
Public Order	217	27.2%
Violent	485	58.1%
Those with loss of good time or earn time	2,188	45.7%

In order to obtain complete data on good time/earned time loss, the analysis scope studied offenders exiting prison during FY2007. Then disciplinary records were obtained for the entire time of incarceration covered by their prison commitment. Time loss during any previous prison terms were not considered. However, if the offender incurred time loss, then was paroled and later revoked back to prison, the time loss prior to the parole release was counted.

Please note: Loss of good time/earned time is recorded per time loss on disciplinary reports (sanctions imposed). Some offenders may have had their good time/earned time restored later as a result of an appeal of the disciplinary action or other reason (such as performing a heroic act).