

## 005-RFB-2673-2026 – Mechanical Services

### SECTION 1 - INTRODUCTION

#### 1.1 Purpose

The purpose of this Request for Bids (RFB) is to solicit bids from qualified providers to provide the goods and/or services described further in this RFB to the Lead Agency and any Participating Agencies. The Lead Agency intends to award a contract(s) beginning and ending on the dates listed in the IMPACS solicitation, and the Lead Agency may extend the contract(s) for up to the number of annual extensions identified in the IMPACS solicitation at the sole discretion of the Lead Agency. Any contract(s) resulting from the RFB shall not be an exclusive contract.

#### 1.2 Request for Bid (RFB) Definitions

**Definitions** – For the purposes of this RFB and the resulting contract, the following terms shall mean:

**“Agency”** means the agency identified in the IMPACS solicitation that is issuing the RFB and any other agency that purchases from the Contract.

**“Alternative Bid”** means a response to a bid that does not meet the exact requirements of the specification but offers an alternative for consideration. An alternative bid is submitted with an intentional variation to a provision, specification, term or condition of the solicitation. This alternative, in the opinion of the bidder, achieves the same end result. Alternative bids may be rejected as non-responsive.

**“Bid”** means the Bidder’s bid submitted in response to the RFB.

**“Bidder”** means a vendor submitting a bid in response to this RFB.

**“Contract”** means the contract(s) entered into with the successful Bidder(s).

**“Emergency Service Request”** means a time-sensitive request for services made when an unforeseen event or imminent threat creates a risk to life, health, safety, critical infrastructure, or continuity of essential government operations and requires immediate contractor action that cannot wait for standard process timelines.

**“Lead Agency”** means the agency facilitating the procurement and establishing the Contract.

**“Participating Agency”** means the agency utilizing the established contract.

**“Political Subdivisions”** means cities, counties, and educational institutions.

**“Responsible Bidder”** means a Bidder that has the capability in all respects to perform the requirements of the Contract. In determining whether a Bidder is a Responsible Bidder, the Agency may consider various factors including, but not limited to, the Bidder’s competence and qualifications to provide the goods or services requested, the Bidder’s integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services offered by the Bidder and the best interest of the Agency and the State.

**“Responsive Bid”** means a Bid that complies with each of the provisions of this RFB, or is either an alternative bid or a bid with an exception, if accepted by the Agency.

**“RFB”** means this Request for Bids and any addenda hereto.

**“Routine Service Request”** means a low-risk, work order or purchase request for standardized services (maintenance, inspection, cleaning, minor repairs, etc.) with predictable scope, short lead time, and typically low dollar value that can be fulfilled using existing schedules, standing contracts, or simplified procurement procedures.

**“State”** means the State of Iowa, the Agency identified in the IMPACS solicitation, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFB.

### 1.3 Contract Term

The term of the contract will begin August 1, 2026 and end on July 31, 2027. The Agency shall have the sole option to renew the contract upon the same or more favorable terms and conditions for up to five (5) annual extensions. The resulting contract will be available to all State Agencies.

### 1.4 Background Information

This RFB is designed to provide Bidders with the information necessary for the preparation of competitive Bids. The RFB process is for the Lead Agency’s and Participating Agencies’ benefit and is intended to provide the Lead Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

The State of Iowa is seeking bidders to provide Mechanical Services at state owned and leased locations throughout Iowa.

The parties understand and agree that for any portion of the goods or services constituting a “public improvement” as defined in Iowa Code section 26.2, the Purchasing Entity may only engage Contractor under this Contract for purchases at or below the competitive bid threshold established in Iowa Code section 314.1B. All purchases under this Contract related to a “public improvement” must comply with Iowa Code chapters 26 and 573, as applicable. Any project exceeding this threshold, including all new system installations or full replacements, must be awarded through a separate competitive selection process.

All design work will be done by the Owner or a third-party; engineer plans and specifications may be provided. The State does not accept design-build approach.

The State intends to award contracts in two tiers. Evaluation of Bids and award of contracts, shall be based on the sum of the proposed hourly rates (during regular business hours).

**Tier 1**

The 2 lowest bidders for each zone to include Zones 1-5.

**Tier 2**

Additionally, up to two awards in each zone may be made to the lowest bidders who meet the requirements listed for Tier 2.

**Sales History**

FY21 - \$567,768.29

FY22 - \$792,832.95

FY23 - \$504,704.33

FY24 - \$936,387.31

FY25 - \$778,306.68

**Work Zones**

Service Location Options: Zone 1, Zone 2, Zone 3, Zone 4, or Zone 5

**Zone 1: NE - Independence, Marshalltown, Eldora, Anamosa**

Counties: Allamakee, Benton, Black Hawk, Bremer, Buchanan, Butler, Cerro Gordo, Chickasaw, Clayton, Delaware, Dubuque, Fayette, Floyd, Franklin, Grundy, Hardin, Howard, Jackson, Jones, Linn, Mitchell, Tama, Winneshiek, Worth

**Zone 2: NW - Fort Dodge, Rockwell City, Cherokee**

Counties: Buena, Vista, Calhoun, Carroll, Cherokee, Clay, Crawford, Dickinson, Emmet, Greene, Hamilton, Hancock, Humboldt, Ida, Kossuth, Lyon, Monona, O'Brien, Osceola, Palo Alto, Plymouth, Pocahontas, Sac, Sioux, Webster, Winnebago, Woodbury, Wright

**Zone 3: SW - Clarinda, Glenwood**

Counties: Adair, Adams, Audubon, Cass Clarke, Decatur, Fremont, Guthrie, Harrison, Mills, Montgomery, Page, Pottawattamie, Ringgold, Shelby, Taylor, Union

**Zone 4: SE - Mount Pleasant, Oakdale, Fort Madison**

Counties: Appanoose, Cedar, Clinton, Davis, Des Moines, Henry, Iowa, Jefferson, Johnson, Keokuk, Lee, Louisa Lucas, Mahaska, Monroe, Muscatine, Poweshiek, Scott, Van Buren, Wapello, Washington, Wayne

**Zone 5: DSM Metro - Newton, Mitchellville, Woodward, Johnston, DSM Metro, Capitol Complex**

Counties: Boone, Dallas, Jasper, Madison, Marion, Marshall, Polk, Story, Warren

\* Large facilities are listed within each zone as an example. All zones include other state facilities and political subdivision locations.

## SECTION 2 – ADMINISTRATIVE INFORMATION

### 2.1 Issuing Officer

The Issuing Officer identified in the IMPACS solicitation is the sole point of contact regarding the RFB from the date of issuance until selection of the successful Bidder.

### 2.2 Restriction on Communication

From the issue date of this RFB until announcement of the successful Bidder, Bidders may contact only the Issuing Officer. The Issuing Officer will respond only to electronic questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted as provided in the IMPACS solicitation. Oral questions related to the interpretation of this RFB will not be accepted. Bidders may be disqualified if they contact any State employee other than the Issuing Officer about the RFB except that Bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFB through an addendum.

### 2.3 Amendment to the RFB

The Agency reserves the right to amend the RFB at any time using an addendum. The Bidder shall acknowledge receipt of all addenda in its Bid.

It is the Bidder's sole responsibility to check daily for addenda to posted documents.

### 2.4 Bid Amendment and/or Withdrawal

The Bidder may amend or withdraw and resubmit its Bid at any time before the Bids are due. The amendment must be submitted on Iowa IMPACS by the Bidder as an amendment to the bid prior to the bid closing date and time.

### 2.5 Submission of Bids

The Agency must receive the electronic Bid on: Iowa IMPACS before the "Bids Due" date and time. **This is a mandatory requirement and will not be waived by the Agency. Any Bid received after this deadline will not be accepted.** It is the Bidder's responsibility to ensure the bid is received prior to the deadline. Email and faxed Bids will not be accepted.

Bidders must furnish all information necessary to enable the Agency to evaluate the Bid. Bids that fail to meet the mandatory requirements of the RFB may be rejected. Oral information provided by the Bidder shall not be considered part of the Bidder's Bid unless it is in writing.

### 2.6 Bid Opening

The Agency will open Bids after the deadline for submission of Bids has passed. However, the names of Bidders who submitted timely Bids will be publicly available after the Bid opening. See Iowa Code Section 72.3. The announcement of Bidders who timely submitted Bids does not mean that an individual Bid has been deemed technically compliant or accepted for evaluation.

**2.7 Costs of Preparing the Bid**

The costs of preparation and delivery of the Bid are solely the responsibility of the Bidder.

**2.8 Rejection of Bids**

The Agency reserves the right to reject any or all Bids, in whole and in part, received in response to this RFB at any time prior to the execution of a written Contract. Issuance of this RFB in no way constitutes a commitment by the Agency to award a Contract. Each Bidder is responsible for determining all factors necessary for submission of a complete and comprehensive Bid.

**2.9 Disqualification**

The Agency will reject outright and will not evaluate Bids if the Bidder fails to deliver the Bid by the due date and time. The Agency may reject outright and may not evaluate Bids for any one of the following reasons:

- The Bidder acknowledges that a requirement of the RFB cannot be met.
- The Bidder's Bid materially changes a requirement of the RFB or the Bid is not compliant with the requirements of the RFB.
- The Bidder's Bid limits the rights of the Agency.
- The Bidder fails to include information necessary to substantiate that it will be able to meet a requirement of the RFB.
- The Bidder fails to timely respond to the Agency's request for information, documents, or references.
- The Bidder fails to include bid security, if required.
- The Bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- The Bidder presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of the RFB.
- The Bidder initiates unauthorized contact regarding the RFB with state employees.
- The Bidder provides misleading or inaccurate responses.
- The Bidder's Bid is materially unbalanced.
- There is insufficient evidence (including evidence submitted by the Bidder and evidence obtained by the Agency from other sources) to satisfy the Agency that the Bidder is properly responsive and responsible to satisfy the requirements of the RFB.
- The Bidder alters the language in Certification Letter or Authorization to Release Information Letter.
- The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.
- The Respondent is a "prohibited company" or is selling products manufactured by a "prohibited company" as defined by Iowa Code section 12K.1(4).

**2.10 Nonmaterial Variances**

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Bid if, in the judgment of the Agency, it is in the Agency's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Bidders, that do not change the meaning or scope of the RFB, or that do not reflect a material change in the requirements of

the RFB. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Bidder from full compliance with RFB specifications or other contract requirements if the Bidder is awarded the contract. The determination of materiality is in the sole discretion of the Agency.

**2.11 Reference Checks**

The Agency reserves the right to contact any reference to assist in the evaluation of the Bid, to verify information contained in the Bid and to discuss the Bidder's qualifications and the qualifications of any subcontractor identified in the Bid.

**2.12 Information from Other Sources**

The Agency reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts, the qualifications of any subcontractor identified in the Bid, the Bidder's financial stability, past or pending litigation, and other publicly available information.

**2.13 Verification of Bid Contents**

The content of a Bid submitted by a Bidder is subject to verification. If the Agency in its sole discretion determines that the content is in any way misleading or inaccurate, the Bidder may be disqualified.

**2.14 Bid Clarification Process**

The Agency reserves the right to contact a Bidder after the submission of Bids for the purpose of clarifying a Bid to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Bidder has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Bidder's Bid. The Agency will not consider information received if the information materially alters the content of the Bid or alters the type of goods and/or services the Bidder is offering to the Agency. An individual authorized to legally bind the Bidder shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Bid as non-compliant.

**2.15 Disposition of Bids**

All Bids become the property of the Agency and shall not be returned to the Bidder at the conclusion of the selection process, the contents of all Bids will be in the public domain and be available for inspection by interested parties except for information for which Bidder properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

**2.16 Public Records and Requests for Confidential Treatment**

The Agency's release of public records is governed by Iowa Code Chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Bid. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Bidder as non-confidential records unless Bidder requests

specific parts of the Bid be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

**2.17 Form 22 Request for Confidentiality**

***FORM 22 MUST BE COMPLETED AND INCLUDED WITH BIDDER'S BID. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.***

**2.18 Copyrights**

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

**2.19 Release of Claims**

By submitting a Bid, the Bidder agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided herein or concerning the Agency's failure, negligent or otherwise, to provide the Bidder with pertinent information in this RFB.

**2.20 Bidder Presentations**

At the sole discretion of the State, Bidders may be required to make a presentation of the Bid. The presentation may occur at the Agency's offices or at the offices of the Bidder. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Bidder to illustrate the Bidder's Bid. The presentation shall not materially change the information contained in the Bid.

**2.21 Evaluation of Bids Submitted**

Bids that are timely submitted and are not subject to disqualification will be reviewed in accordance with the RFB.

**2.22 Preference**

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.

**2.23 Determination of Responsible Bidder & Responsive Bid**

All Bids will be first evaluated to determine if they comply with the bid requirements (i.e. to determine if the Bidder is a Responsible Bidder submitting a Responsive Bid). To be deemed a Responsible Bidder and a Responsive Bid, the Bid must comply with the bid format instructions

and answer “Yes” to all parts and include information demonstrating the Bidder will be able to comply with the bid requirements.

**2.24 Evaluation Criteria**

The Agency will evaluate the Responsive Bids submitted by Responsible Bidders to determine the lowest responsible bidder(s) and will award the Contract(s) to the Bidder(s) submitting the lowest responsible bid(s) based on price.

**2.25 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Bidders submitting a timely Bid and will be posted on Iowa IMPACS. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award. If the apparent successful Bidder fails to negotiate and deliver an executed contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Bidder the Agency believes will provide the best value to the State.

**2.26 Definition of Contract**

The full execution of a written contract shall constitute the making of a contract for the goods and/or services requested by the RFB and no Bidder shall acquire any legal or equitable rights relative to the contract for goods and/or services until the contract has been fully executed by the successful Bidder and the Agency.

**2.27 Choice of Law and Forum**

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

**2.28 Restrictions on Gifts and Activities**

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

**2.29 Appeals**

A Respondent 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 11—Chapter 117.20, 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 Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. 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 Bidder.

**2.30 Unit Price**

If a discrepancy between the unit price and the item total exists, the unit price prevails.

**2.31 Price Adjustments to Term Contract(s)**

Bid prices shall remain firm the first year of the contract. Price adjustments may be taken into consideration during the contract renewal process. The State reserves the right to accept or reject any proposed price(s) changes. Requested price changes should be submitted to the Iowa Department of Administrative Services – Central Procurement, sixty (60) days prior to the contract anniversary date.

**2.32 Registration**

The successful Bidder will be required to register to do business in Iowa before payment can be made. For how to do business with the State of Iowa go to:

<https://das.iowa.gov/procurement/vendors/how-do-business>.

**2.33 Bid Closing Date**

Bids must be received no later than **2:00 pm CT, Friday, May 29<sup>th</sup>, 2026**. Late bids will not be considered. Bids must be submitted on IMPACS Electronic Procurement System.

**2.34 Questions and Requests for Clarification**

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. The questions and requests for clarifications must be received by the Issuing Officer by date Wednesday, May 20<sup>th</sup> 2026 time 2:00 pm (CT). Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.

### SECTION 3 – SPECIFICATIONS

All items listed in this Section are Bid Specifications. A successful Bidder must be able to satisfy all these specifications to be deemed a Responsible Bidder.

#### **3.1 Tier 1 - Qualifications/Standards Requirements**

All Bidders awarded must comply with the following requirements:

- 3.1.1** The Bidder will furnish experienced technicians with appropriate level of licensure from the State of Iowa Plumbing and Mechanical Systems Board as required by Iowa Code Chapter 105 for the work being completed.
- 3.1.2** All labor, parts, and materials must comply with the American Society for Testing and Materials (ASTM), the American National Standards Institute (ANSI), the State of Iowa's Building and Fire Codes, and all applicable Iowa Code including State Mechanical Code Chapter 61, State Plumbing Code Chapter 25, and Iowa Code Chapter 105.
- 3.1.3** All work performed by the Bidder must comply with the current Iowa Occupational Safety and Health Standards. Bidders are required to inform the Issuing Officer of any and all OSHA violations during the term of the contract.
- 3.1.4** Bidder must possess sufficient resources and be capable of handling more than one State job at a time.
- 3.1.5** Bidder must have all the necessary personnel and equipment to safely work on 250-ton refrigeration units, 13000 BTU chillers, and have the required certifications and licenses.
- 3.1.6** The Bidder will have to report to work site with all tools and equipment required for the work to be performed.
- 3.1.7** If requested, the Bidder will furnish to the Department of Administrative Services, documentation regarding the level of licensure and status of Bidder's staff.
- 3.1.8** The Department of Administrative Services reserves the right, without protest, to reject any worker that in the estimation of the State is not qualified or performing in an acceptable manner and/or is unable to obtain security clearance.
- 3.1.9** Bidders must have a brick and mortar, non-residential facility in the zone(s) for which they are bidding.
- 3.1.10** Bidders must provide 24/7/365 coverage to ensure service availability outside of standard business hours and during holidays.
- 3.1.11** Technicians must arrive onsite within 24 hours of notification to address reported routine service requests.

### **3.2 Tier 2 - Qualifications/Standards Requirements**

All Tier 2 Bidders must meet all requirements listed in 3.1 for Tier 1 in addition to the following:

**3.2.1** Bidder must have all the necessary personnel with proper certifications and equipment to safely work on 750-ton or more refrigeration units and have the required certifications and licenses.

**3.2.2** The Bidder must respond timely to service requests. Zone 5 technicians must arrive onsite at Capitol Complex locations within two (2) hours plus travel time from the point of origin to point of service after notification of an emergency call.

### **3.3 Emergency Service Request**

Emergency Service call work must be completed/scheduled as the Facility Manager or designee deems as necessary.

State Facility - Technicians must arrive at State Agency facility within four (4) hours plus travel time from the point of origin to point of service after notification of an emergency call.

Capitol Complex - Technicians must arrive at Capitol Complex locations within two (2) hours plus travel time from the point of origin to point of service after notification of an emergency call.

### **3.4 Scope of Work**

#### **3.4.1 Purpose**

The State of Iowa is seeking Bidders to provide licensed pipe-fitters, plumbers, sheet metal workers, HVAC, and refrigeration specialists for various maintenance and repairs projects. The work scope will include, but not be limited to, all HVAC and centralized chilled water distribution systems at State facilities upon request. Examples of Work include, but are not limited to:

#### **Heating Systems**

- High-capacity air handling systems
- Boilers
- Chillers
- Pumps
- Motors
- Packaged HVAC
- Condensation pumps
- Steam traps
- Piping repairs

#### **Cooling Systems**

- Chillers
- Pumps

- Cooling towers
- Dry coolers
- CRAC units
- Air distribution systems
- Piping repairs

**Sewage**

- Pump ejectors
- Toilet, urinals, sinks
- Piping repairs

**Water**

- Drinking fountains
- Sprinklers
- Fire pumps
- Domestic water systems
- Ultra-water purification systems
- Piping repairs

**3.4.2 Materials**

The Bidder must have sufficient inventory of materials to meet usual and customary commercial contract. State Agencies reserve the right to furnish materials required in the completion of work under this contract.

**3.4.3 Lockout/Tagout Policy**

All work performed by Bidders must be in compliance with the Lockout/ Tagout Policy. This policy includes but is not limited to tagging, labeling and identification of designated breakers, outlets, or other power sources before and after completion of assigned work.

**3.4.4 Confined Space Policy**

All work performed by Bidders must be in compliance with the Confined Space Policy.

**3.4.5 Warranty**

Bidders shall warranty all work performed under this contract award for a period of one (1) year from service. If during that one (1) year period of warranty, any part installed under the contract fails or does not function properly due to any fault in material or workmanship, the Bidder shall, under notice from the Agency representative, promptly proceed to repair or replace the faulty item without the Agency incurring any additional expense. If the Bidder fails to repair or replace the faulty item within a reasonable time after notice, the Agency may hire another vendor to repair or replace the faulty item and charge the cost to the Bidder.

**3.4.6 Subcontractors**

Subcontractors must be approved in advance by the Agency.

### **3.5 Work Rules**

#### **3.5.1 Facility Rules**

State facilities have specific security and safety policies and procedures established which must be adhered to at all times, per their instructions. Bidder's personnel shall provide to the facilities designated contact(s) the following information in advance of being admitted on site: name, date of birth, social security number, driver's license number (background checks may be required), location and description of work to be performed.

#### **3.5.2 Site Conditions**

All work must be performed in a safe manner. The Bidder shall at its sole expense immediately correct any dangerous condition caused by or as a result of the Bidder's work. The Bidder shall be held solely responsible for any damage to existing structures, grounds, systems, equipment, or parts, caused by Bidder's employees and must repair or replace to its original operational condition at no additional cost to the using State Agency. If any shutdown of services is required, the Bidder must contact the using Agency prior to shut down. The Bidder must keep the site clean and swept on a daily basis, or more often if required to keep premises clean and safe. The Bidder must remove all materials, and debris from the work site on a daily basis. The Bidder must at its sole expense, replace, repair, or otherwise remedy any damage made to the existing grounds or buildings by the Bidder in the performance of their work. Existing walks, driveways and parking areas are to be kept free and clean at all times. Parking spaces should be arranged with the Agency. All parking costs are the responsibility of the Bidder.

#### **3.5.3 Proper Conduct**

The Bidder must adhere to proper conduct at all times. Proper conduct includes, but shall not be limited to the following: no weapons, drugs or alcohol on the premises. No smoking on the premises unless the smoking occurs in a designated smoking area. No secured doors left open or unlocked. The Bidder must conduct business in a professional manner at all times.

#### **3.5.4 Temporary Utilities**

The Bidder shall have temporary use of electrical power from existing outlets as directed by the Agency. The Bidder must furnish all connections and extensions from these outlets at its own expense.

#### **3.5.5 Storage**

The Bidder must store all materials, tools and equipment only in areas designated by the Agency. The Bidder shall keep those areas clean and clear of combustible materials/waste. The Bidder shall provide adequate facilities for the storage of waste materials and rubbish prior to removal from the site. Debris, surplus materials, equipment, etc., may need to be removed periodically, depending on the Agency's needs. No ladders, tools or equipment shall be left unattended. The Bidder shall be solely responsible for damage, loss or liability due to theft or vandalism of his materials, tools and equipment.

### **3.5.6 Hazardous Materials**

Where the Bidder encounters suspected areas of hazardous materials such as asbestos, Bidder must immediately cease operations and notify the Owner. No work shall proceed until the Owner has the areas tested and has initiated an approved method of neutralizing or removing the hazard, as per EPA, Iowa DNR, and OSHA requirements. The Bidder agrees to accept responsibility for notifying his or her employees of any hazard which exists and to protect all personnel from same, holding harmless the Owner, his or her employees, and the Designer from any claims against them by the Bidder, his or her employees or third parties. The Owner shall advise the Bidder of any verified hazards. The Owner will also advise the areas suspected as possible hazards. If the Bidder is required to work in the suspected hazardous area (but not in direct contact with the hazard), they will be required to accept responsibility and cost for notifying and protecting his or her personnel as though the area is contaminated. The Bidder will not be reimbursed for a reasonable delay in work caused by a hazard during the job.

## **3.6 Invoicing and Supporting Documentation**

### **3.6.1 Invoices**

**3.6.1.1** The Bidder shall provide detailed invoices itemizing all goods and services provided. When necessary, invoices must be accompanied by supporting documentation.

**3.6.1.2** Each invoice must reference the contract number, PO number, invoice number, invoice date, vendor remittance information, description of goods/services, quantity, unit price, list and discount price (when applicable) and line-item totals.

**3.6.1.3** Incomplete or unsupported invoices will be returned and unpaid until corrected.

### **3.6.2 Supporting Documentation**

If requested by Agency, Bidder must provide original, unedited vendor documentation to verify the price invoiced for any line-item costing over \$2,500 or any line-item for rentals totaling \$1500 or more. The Agency reserves the right to reject any invoice lacking this supporting documentation. Acceptable backup includes, but is not limited to:

- Goods or Materials - Delivery receipt, signed bill of lading, packing list, acceptance certificate, photos (if requested), serial/Lot #s
- Services (time & materials) - Signed timesheets (dates, employee name, hours, rate), task reports, milestone certificates, deliverable acceptance form
- Construction/Installation - Signed daily reports, inspection certificates, work completion checklist, lien waivers (when requested), subcontractor invoices for pass-through items
- Testing/Laboratory Analysis - Lab report, test method reference, lot/sample IDs, analyst signature, certification of method and accreditation (if required)

- Chemicals - MSDS/SDS, certificate of analysis, quantity delivered documentation
- Transportation/Hauling - Trip tickets, weigh tickets, route logs, driver signature, fuel surcharge breakdown (if applicable)
- Repairs and Inspections (e.g., motors, boilers) - Inspection reports, before/after photos, test readings, parts list and receipts, proof of disposal (if applicable)
- Subcontractor Pass-Through - Subcontractor invoice(s), proof of payment to subcontractor (when requested), signed flow-down certification
- Rental Pass-Through - Rental invoice(s), proof of payment, rental agreement, internal rental rates (if applicable)
- Travel & Expenses - Itemized receipts, travel authorization, per-diem references, proof of payment (card receipt), mileage logs including date, starting and ending locations and mileage (must be compliant with State of Iowa in-state travel rates)
- Software and Licensing - License keys, invoice from licensor (if third-party), statement of delivered licenses, activation/installation confirmation
- Equipment and Vehicles - Delivery or acceptance certificate, title/registration (if required), warranty documents
- Hazardous Materials - Waste manifests, disposal certificates, DOT shipping papers, regulatory permits

### **3.7 Alternative Terms and Conditions**

For projects exceeding \$25,000, bidders may be required to agree to alternative terms and conditions. In cases of conflict with the master agreement, the ConsensusDocs 802 terms and conditions will take precedence. These terms and conditions are available at the provided link.

<https://das.iowa.gov/media/2383/download?inline>

**Attachment 1  
Exceptions Form**

Please list any and all exceptions to this RFB in this section. Include section and reason for exception:  
(Make additional pages if necessary)

<u>Section</u>	<u>Exception</u>
1. _____	_____ _____
2. _____	_____ _____
3. _____	_____ _____
4. _____	_____ _____
5. _____	_____ _____
6. _____	_____ _____
7. _____	_____ _____
8. _____	_____ _____
9. _____	_____ _____
10. _____	_____ _____