

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information

RFP Number	RFP0807-2024	Title of RFP	Capitol Complex Custodial Services
Agency	Iowa Department of Administrative Services (DAS)		
Available to other State agencies?			No
Available to Political Subdivisions?			No
Available to other States or governmental entities outside of the State of Iowa?			No
State Issuing Officer: Katelyn Howells Phone: 515-721-7856 E-mail: Katelyn.howells@iowa.gov			
PROCUREMENT TIMETABLE—Event or Action			Date/Time (Central Time)
State Posts Notice of RFP on the TSB website			March 4, 2024
State Issues RFP			March 6, 2024
Site Visit Location and Address: 6200 Park Ave. Des Moines, IA Capitol Building, 1007 Grand Ave. Des Moines, IA Lucas Building, 321 E 12 th St. Des Moines, IA Ankeny Labs Facility, 2220 South Ankeny Blvd., Ankeny, IA If a map is needed, contact the Issuing Officer. Is a Site Visit mandatory? No The site visit is not mandatory, but it is highly recommended. Please send an RSVP to the Issuing Officer with the number of people who will be attending for your company.			The site visit will begin at 8AM March 13th at 6200 Park Ave, and will proceed to the other sites as each building is completed. Proposers may only join the site visit at 6200 Park Ave.
Pre-Proposal Conference Location and Address: Is the Pre-Proposal Conference mandatory? No Friday, March 15 · 11:00am – 12:00pm Time zone: America/Chicago Google Meet joining info Video call link: https://meet.google.com/tmb-usok-rqk Or dial: (US) +1 440-482-5525 PIN: 977 503 527# More phone numbers: https://tel.meet/tmb-usok-rqk?pin=3306868098467 Respondents must submit questions regarding the Pre-Proposal conference by: March 13, 2024 at 4:00 PM Questions and answers from Pre-Proposal Conference sent to Respondents by: March 29, 2024 at 12:00 PM			Friday, March 15 · 11AM – 12PM
Follow-up RFP written questions, requests for clarification, and suggested changes from Respondents due (no questions accepted or responded to after this date)			March 22, 2024 4:00 PM
Proposals Due			April 8, 2024 2:00 PM
Relevant Websites			
Internet website where the Addenda to this RFP will be posted http://bidopportunities.iowa.gov and IMPACS Electronic Procurement System .			

Internet website where contract terms and conditions are posted

<https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf>

Firm Proposal Terms

The minimum number of days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm is 120 Days.

SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) for the initial period identified on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.2 Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:

“Agency” means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

“Contract” means the contract(s) entered into with the successful Respondent(s) as described in Section 6.1.

“Contractor” means the awarded business/person to provide the contractual services agreed upon.

“Deliverable” means the completion of a milestone or accomplishment of a task.

“General Terms and Conditions” means the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

“Proposal” means the Respondent’s proposal submitted in response to the RFP.

“Respondent” means the company, organization or other business entity submitting a proposal in response to this RFP.

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

“Responsive Proposal” means a Proposal that complies with the material provisions of this RFP.

“RFP” means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

“State” means the State of Iowa, the Agency, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP.

1.3 Overview of the RFP Process

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for the submission of a comprehensive Proposal.

Respondent should review Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked "Confidential" or "Proprietary" on every page may be disqualified.

It is the Agency's intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with the evaluation and selection criteria provided in this RFP.

1.4 Objectives

The purpose of Capitol Complex Custodial Services is to maintain the Capitol Complex buildings and grounds to provide a safe, healthy, cost effective and aesthetically pleasing environment for elected officials, employees and visitors.

1.5 Background

The Iowa State Capitol and its golden dome have stood as a shining symbol of Iowa government and politics since its completion in 1886. The Capitol welcomed nearly 78,000 visitors from across the state, nation, and world last year. Various additional buildings in and around Des Moines make up the Capitol Complex. These buildings provide workspaces for a variety of agencies and departments essential to the operation of the Iowa State Government. Capitol Complex maintenance (CCM) strives to provide quality, timely, reliable and cost-effective support services and provide a work environment that is healthy, safe, and well-maintained. CCM is responsible for the maintenance, appearance, and facility sanitation of the capitol complex buildings. See Appendix A through O for floorplans of the buildings to be serviced under this agreement. These floorplans are intended for general orientation around the buildings and provide additional information regarding square footage and required services.

SECTION 2 ADMINISTRATIVE INFORMATION
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2.1 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

2.3 Downloading the RFP from the Internet

The RFP and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/> and [IMPACS Electronic Procurement System](#). The Respondent is advised to check the website periodically for addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

2.4 Procurement Timetable

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the RFP.

2.5 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarification regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in IMPACS on or before the date and time listed. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will post written responses to questions, requests for clarifications, or suggestions received from Respondents in IMPACS.

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 RFP through an addendum.

2.6 Pre-Proposal Conference and Site Visit

If the RFP cover sheet indicates a pre-proposal conference and/or site visit will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the RFP cover

sheet. The purpose of the pre-proposal conference is to discuss with prospective Respondents the work to be performed and allow prospective Respondents an opportunity to ask questions regarding the RFP. Oral discussions at the pre-proposal conference or site visit shall not be considered part of the RFP unless confirmed in writing by the Agency and incorporated into this RFP. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be added to the solicitation in the [IMPACS Electronic Procurement System](#).

2.7 Amendment to the RFP

The Agency reserves the right to amend the RFP at any time using an addendum. The Respondent shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

2.8 Amendment and Withdrawal of Proposal

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The proposal must be updated and submitted using IMPACS. Electronic mail and faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw their Proposals.

2.9 Submission of Proposals

Respondent must submit Proposal in the State's [IMPACS Electronic Procurement System](#) before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent.** Respondents sending Proposals must allow ample upload time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Electronic mail and faxed Proposals will not be accepted. There is a 50MB per file size limitation, but no limit to number of files. Plan accordingly.

Respondents must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Respondent will not be considered part of the Respondent's Proposal unless it is reduced to writing.

2.10 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. *See Iowa Code Section 72.3.* However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.11 Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposal are solely the responsibility of the Respondent.

2.12 No Commitment to Contract

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

2.13 Rejection of Proposals

The Agency may reject outright and not evaluate a Proposal for reasons including, without limitation:

- 2.13.1** The Respondent fails to deliver the Cost Proposal as a separate file.
- 2.13.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.13.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specification of the RFP.
- 2.13.4** The Respondent's Proposal limits the rights of the Agency.
- 2.13.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 4 of the RFP.
- 2.13.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.13.7** The Respondent fails to include proposal security, if required.
- 2.13.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 4 of this RFP.
- 2.13.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.13.10** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.13.11** The Respondent provides misleading or inaccurate responses.
- 2.13.12** The Respondent's Proposal is materially unbalanced. A Proposal in which line item prices are structured so that it is possible that the Respondent who appears to be low will not end up having the lowest overall cost to the State, due to high prices on particular line items.
- 2.13.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.

2.13.14 The Respondent is a “scrutinized company” included on a “scrutinized company list” created by a public fund pursuant to Iowa Code section 12J.3.

2.14 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State’s best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

2.15 Reference Checks

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

2.16 Information from Other Sources

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

2.17 Verification of Proposal Contents

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

2.18 Proposal Clarification Process

The Agency reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent’s Proposal. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to the Agency. An individual authorized to legally bind the Respondent 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 the rejection of the Proposal.

2.19 Disposition of Proposals

All Proposals become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records and be available for inspection by interested parties, except for information for

which Respondent properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

2.20 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code Chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless the Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.21 Copyright Permission

By submitting a Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying 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 Proposals.

2.22 Release of Claims

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency or the State based on Respondent's misunderstanding concerning the information provided in the RFP or concerning the Agency's or the State's failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this RFP, or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a Proposal or to enter into any Contract resulting from this RFP.

2.23 Respondent Presentations

Respondents may be required to make a presentation. The determination as to need for presentations, and 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 Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal.

2.24 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency and the State.

2.25 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. 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 or such other time as designated by the Agency. If the successful Respondent 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 Respondent the Agency believes will provide the best value to the State.

2.26 No Contract Rights until Execution

No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the Agency.

2.27 Choice of Law and Forum

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

2.28 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 117.5(1)-(2), 117.12(4).

2.29 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. Respondents are responsible to determine the applicability of this 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.

2.30 No Minimum Guaranteed

The Agency does not guarantee any minimum level of purchases under the Contract.

2.31 Post Solicitation Debriefing

A debriefing is available to any Respondent who submitted a proposal in response to this RFP. Respondent shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Respondents will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of debriefing request.

2.32 Appeals

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by emailing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to the Director of the Department of Administrative Services and carbon copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award 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 Respondent.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions describe and define the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

3.1.1 The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such as separate files. The files shall be labeled with the following information:

RFP-0807-2024 – Respondent Name –Technical Proposal

RFP-0807-2024 – Respondent Name –Cost Proposal

3.1.2 Files must be attached to Respondents submission in the State’s [IMPACS Electronic Procurement System](#).

3.1.3 If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit public copy Proposal from which confidential information has been excised as provided in Section 2 and which is marked “Public Copy”.

RFP-0807-2024 – Respondent Name – Public Copy

3.1.4 Proposals shall not contain promotional or display materials.

3.1.5 Attachments shall be referenced in the Proposal.

3.1.6 If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

3.2 Technical Proposal

Any information provided in the Technical Proposal is subject to consideration for consideration, evaluation, and scoring. The following documents and responses shall be included in the Technical Proposal in the order given below:

Exhibit 1 - Transmittal Letter (Required)

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent’s mailing address, electronic mail address, fax number, and telephone number.

Exhibit 2 - Executive Summary

The Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- Statements that demonstrate that the Respondent has read and understands the terms and conditions of the RFP including the Contract provisions in Section 6.
- An overview of the Respondent’s plans for complying with the specifications of this RFP.
- Any other summary information the Respondent deems to be pertinent.

Exhibit 3 - Firm Proposal Terms

The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the number days indicated on the RFP cover sheet following the deadline for submitting Proposals.

Exhibit 4 - Respondent Background Information

The Respondent shall provide the following general background information:

- Does your state have a preference for instate Contractors? Yes or No. If yes, please include the details of the preference.
- Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- Form of business entity, e.g., corporation, partnership, proprietorship, or LLC.
- State of incorporation, state of formation, or state of organization.
- The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this RFP.
- Number of employees.
- Type of business.
- Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- Respondent's accounting firm.
- Awarded Respondent will be required to register to do business in Iowa before payments can be made.
- For Contractor registration documents, go to:
<https://das.iowa.gov/procurement/vendors/how-do-business>

Exhibit 5 - Experience

The Respondent must provide the following information regarding its experience:

- Number of years in business.
- Number of years of experience with providing the types of services sought by the RFP.
- The level of technical experience in providing the types of services sought by the RFP.
- A list of all goods and/or services similar to those sought by this RFP that the Respondent has provided to other businesses or governmental entities.
- Letters of reference from three (3) previous or current customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

Exhibit 6 - Termination, Litigation, and Debarment

The Respondent must provide the following information for the past five (5) years:

- Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.

- Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities. Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.

Exhibit 7 - Criminal History and Background Investigation

The Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

Exhibit 8 - Acceptance of Terms and Conditions

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

Exhibit 9 – Mandatory Specifications

The Respondent shall answer whether or not it will comply with each specification in Section 4 of the RFP. Where the context requires more than a yes or no answer or the specific specifications so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

Exhibit 10 – Implementation Plan

Describe recommended implementation strategy including on-site coordination and support services, best practice consulting options and professional services. Identify any third-party Respondents involved in Respondent's implementation strategy and describe these relationships. Describe the skills and time required by State of Iowa personnel for initial installation and implementation of the proposed system. Provide an estimate of State of Iowa staff time required to complete the installation. Describe the documentation provided with the product along with applicable costs for any additional documentation. Please describe Respondent's experience with installations similar in size. Please provide an implementation schedule, based on weekly milestones (not dates).

Exhibit 11 – Optional Services

Provide detailed information for any optional services that may be available. (Include costs for these items in the Cost Proposal)

Exhibit 12 – Summative Project Requirements Response

The respondent shall provide a detailed response of ability to meet all requirements set forth in the Section 5 – Scope of Work. Explain ability to provide service schedules that clearly depict when each service identified under Section 5.4 – Scope of Services will be completed. Explain ability to perform the outlined cleaning duties to the levels described in Section 5.5 - Required Standards of Performance.

Exhibit 13 – Project Management Team

The Respondent must show it has a knowledgeable, accessible and experienced project manager and an experienced team with the responsibility, integrity and authority to deliver the services required. The Respondent must provide specific personnel and demonstrate how their qualifications apply to the requirements listed. Provide resumes for those individuals who will be assigned to perform the work in the awarded contract.

- List all key personnel assigned to the project by level and name. Provide a description of their background, along with a summary of their experience in providing similar services and any specialized expertise they may have. Background descriptions can be a resume, curriculum vitae (CV), or summary sheet. Substitution of project manager or staff will not be permitted without prior written approval of the PMP's assigned program manager.
- Years of experience and employment history, particularly as it relates to the requirements of this RFP. Include experience on similar projects.
- Describe the Project Manager's knowledgeable of cleaning equipment, tools, chemicals, and techniques, and ability to recognize situations or circumstances under which the cleaning techniques may be hazardous to the facilities or to personnel.
- Describe the Project Manager's availability to meet with the State's Contract Manager within one hour to discuss immediate problem areas not in compliance with standards of performance section.
- Describe the Respondents ability to be available on site Monday through Friday of each week at a time and place approved by the Contract Manager, to receive complaints, information, or instructions concerning areas or spaces receiving custodial services. Services found to be incomplete, defective, or not accomplished as scheduled will be reported to the Project Manager for corrective action. Services reported incomplete, defective, or not accomplished as scheduled shall be completed, corrected, or accomplished within 1 hour of notification.
- Describe the Project Manager's ability to be responsible for the training of Contractor's personnel and directing, scheduling and coordinating all custodial services and functions to accomplish the work specified.
- Describe the Project Manager's ability to supervise & inspect the services or to delegate a supervisor to oversee the overnight staff each shift and the work performed by the day staff to insure contractual compliance.

Exhibit 14 – Customer Service

Describe ongoing customer support plan. Describe how the proposed solution will track and manage work requests. Describe response times on service requests. Describe Respondent's communication plan. What location/office will serve as the primary consultant office for the State? Describe the process Respondent employs when a facility tenant is dissatisfied with the service it has been provided.

3.3 Cost Proposal

The Respondent shall provide its Cost Proposal in a separate file for the proposed goods and/or services. All prices are quoted pursuant to the terms and conditions of this RFP. Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms. Cost proposals must include the following:

- Provide any one time and recurring costs for services. Recurring costs are to be for a 6-year period to cover initial term and extensions to contract.
- Equipment costs.
- Any other costs associated with proposed services.
- Pricing for options.

3.3.1 Respondent Discounts

Respondents shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

3.3.1.1 Prompt Payment Discount

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

3.3.1.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 SPECIFICATIONS

4.1 Overview

The successful Respondent shall provide the goods and/or services to the State in accordance with the specifications and technical specifications as provided in this Section. The Respondent shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification (s) of this section, the Agency may reject the Proposal.

4.2 Mandatory Specifications

All items listed in this section are Mandatory Specifications. Respondents must indicate either “yes” or “no” to each specification in their Proposals and provide an explanation as to how the specification is met. By indicating “yes” a Respondent agrees that it shall comply with that specification throughout the full term of the Contract, if the Respondent is successful. In addition, if specified by the specifications or if the context otherwise requires, the Respondent shall provide references and/or supportive materials to verify the Respondent’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate that the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

- 4.2.1** Must be able to provide Service schedules that clearly depict when each service identified under Section 5.4 Scope of Services will be completed.
- 4.2.2** Must be able to perform the outlined cleaning duties to the levels described in Section 5.5 – Required Standards of Performance
- 4.2.3** Must be able to utilize a real-time work order web application system that can receive work requests. Vendor will receive emails from DAS CMMS system for all deficiencies. Once Vendor supervisor has ensured deficiency is corrected, they will forward the original MAPCON with Work Order back to the requesting Custodial Services Coordinator (CSC) and custserv.gse@iowa.gov with comments of the findings or the date and time the correction was made. Only CSC’s are authorized to submit these deficiencies in order to manage, inspect, and close upon notification of completion. Custserv.gse@iowa.gov provides a central point where all work orders can be found, reviewed, or filtered by both DAS and Vendor.
- 4.2.4** Must be able to provide Temporary Janitorial/Custodial services. Provide Hourly rate for vendor and non-vendor temporary employees as part of the Cost Proposal.

SECTION 5 SCOPE OF WORK

5.1 **Introduction**

The purpose of this Scope of Work (SOW) is to clearly define the custodial service requirements of the Facilities Maintenance Center at Department of Administrative Service so that the Contractor is fully aware of the Department of Administrative Service's requirements and expectations. This SOW will form the basis of the Custodial contract with Department of Administrative Service's.

All tasks performed in providing services are listed, numbered, and defined in this section. These definitions apply to the corresponding Scope of Services and Performance Requirements identified in this RFP. These individual task standards provide the basis for evaluating contract performance.

Additionally, the contractor may be asked to provide some or more of these same services on a Task Bid basis, where customers outside of the Base Bid scope request and pay for the custodial activities. The cost associated with these tasks will be billed directly to the individual customers/departments on a monthly basis. The Schedule of Prices submitted in response to this RFP will be used to determine allowable Task Bid pricing.

Please note that the Department of Administrative Service is continually upgrading and modifying the buildings to provide better services to the citizens of Iowa, State employees, and visitors. When a building within the scope of this RFP is pulled offline for construction activities, the custodial contractor will be asked to discontinue services to that building for a set period of time. The monthly bill from the custodial contractor will be reduced to reflect a credit for not performing this function. When the building is returned to service the contractor will be asked to begin servicing that building and the monthly billing will be increased accordingly. Additionally, when building construction is completed, or when new services are requested, the custodial contractor will provide Facilities Services with a priced amendment to the existing contract to reflect the new scope. This added cost should be based on the price/ft² for cleaning services as reflected in the original contract.

5.2 **General Requirements**

Awarded vendor is required to coordinate a two week training/custodial turn over with current janitorial vendor. This is to ensure that the incoming vendor understands the contract manager's scope of services per section 5.4 and how it will be evaluated. This two week period will not be considered for compliance with section 5.10.5. for the awarded vendor.

The resulting contract is for the base service with optional line items that can be added or removed by DAS and the Contract Manager. Base services will be performed as defined within all attached bid attributes and Appendix material of this RFP and State of Iowa Terms and Conditions at a base cost. Any scheduled services that are not performed to standard become at Risk for payment. See Contract Management Activities Section 5.10 for more details.

The majority of janitorial services will be at night from 5 p.m. to 1:30 a.m. Day services are required for portions of IWD150, IWD1000, Hoover, Wallace (Optional line item), & Lucas per appendix.

This request for proposal is for full janitorial services provided to the following facilities located in Des Moines, IA. This list may be revised at any time as buildings/services are added or removed from the scope.

- 1) Facilities Management Center & Fleet Building, 109 SE 13th St. (Reference Appendix A)
- 2) Grimes Building, 400 E 14th St. (Reference Appendix B)
- 3) Hoover Building, 1305 E Walnut St. (Reference Appendix C)
- 4) Iowa Utilities Board Building, 1375 Court Ave. (Reference Appendix D)
- 5) Jessie Parker Building, 510 E 12th St. (Reference Appendix E)
- 6) Lucas Building, 321 E 12th St. (Reference Appendix F)
- 7) State Historical Building, 600 E Locust St. (Reference Appendix G)
- 8) Wallace Building, 502 E 9th St. (Optional line item) (Reference Appendix H)
- 9) Workforce Administration Center Building (IWD 150), 150 Des Moines St. (Reference Appendix I)
- 10) Workforce Development Building (IWD 1000), 1000 East Grand Ave. (Reference Appendix J)
- 11) 6200 Park Ave, Des Moines (Reference Appendix K)
- 12) Capitol Building, 1007 Grand Ave. (Reference Appendix L)
- 13) Ankeny Labs Facility, 2220 South Ankeny Blvd., Ankeny, IA (Reference Appendix M)
- 14) Ola Babcock Miller Building, 1112 East Grand Ave. (Reference Appendix N)
- 15) Oran Pape Building, 215 East 7th Street (Reference Appendix O)

Disclosure: Floor plans found in the Appendices are NOT meant to represent the actual layout (desks, trash cans, etc), dimensions, or square footage of the areas, but rather provide Respondents with a broad idea/overview of layout.

Services will be expected on all business days but may be cancelled due to fiscal, security, emergencies, or other acts of nature. There will be no billable services on the following holidays:

- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day or following day
- Christmas Day
- New Year's Day

Secure areas may be added or deleted at any time during the contract period and the awarded service provider will be given ample notice of any areas that become labeled as secure or that are no longer considered secure so that they will have time to make the necessary staff adjustments.

5.3 Staff Management

Background Checks: 100% of vendor staff must be background Approved via State Of Iowa Department of Public safety Criminal History Record check forms from <https://dps.iowa.gov/divisions/criminal-investigation/criminal-history/record-check-forms>. DAS

contracting representative will manage the entire process from receipt to approval to invoice reduction for payment.

Vendor Dress Code: Vendor is required to have staff wear visible logo. Vendor staff must wear closed toe shoes and business appropriate attire. Vendor will supply all clothing (all seasons/cold weather) for staff.

5.4 Scope of Services

Service schedules will clearly depict when each service identified under section 5.3 - Scope of Services will be completed. These schedules will be posted, signed, and uploaded weekly per facility. The signed copies will then go into a logbook (binder) to be maintained at each facility. This requirement will provide accountability on the vendors' behalf of what services were/were not completed when and by whom. These documents will further assist in tracking contract compliance. DAS may request that any contracted employee that fails to meet the standards of performance three (3) times be replaced.

5.4.1 The following are base services:

a. Restrooms

1. Clean & fill soap dispensers – 1 per day
2. Clean & fill toilet paper dispensers – 1 per day
3. Clean & fill paper towels dispensers – 1 per day
4. Empty/remove trash from receptacles. Replace bags – 1 per day
5. Pour bucket of water in floor drains to prevent dry trap – 1 per week
6. Clean and sanitize toilets – 1 per day
7. Clean and sanitize sinks – 1 per day
8. Clean, sanitize and polish metal fixtures – 1 per day
9. Clean and sanitize counter tops – 1 per day
10. Clean and sanitize urinals – 1 per day
11. Clean mirrors and shelves – 1 per day
12. Clean walls and partitions – 1 per day
13. Sweep floors – 1 per day
14. Dust all ledges and window sills – 1 per week
15. Dust and wet mop floors – 1 per day
16. Wash stall doors – 1 per month
17. Dust all air grills, vents and ducts – 1 per month
18. Fill out restroom checklist. Frequency per services performed.

b. Common Areas

19. High Dusting – 1 per month
20. Dust windowsills NOT in personal offices – 1 per month
21. Wet clean trash/recyclables receptacles to remove stains or spills – As needed or requested.

22. Raise flag at sunrise & lower at sunset – 1 per day
23. Clean and sanitized drinking fountains – 1 per day
24. Vacuum walk-off mats – 1 per day
25. Vacuum all open areas and hallways – 1 per day
26. Dust mop hard surfaces – 1 per day
27. Damp mop hard surfaces – 1 per day
28. Clean entrance door glass – 1 per day
29. Sweep and damp mop or vacuum stairwells – 1 per week
30. Dust handrails and banisters – 1 per week
31. Dust window sills in lobby and public areas – 1 per week
32. Mop/sweep floor areas in all building entrances – 1 per day
33. Spray buff hard surfaces – 1 per week
34. Clean interior lobby doors – 1 per week
35. Dust file cabinets, partitions, etc. – 2 times per month
36. Clean interior glass partitions – 1 per month
37. Clean entrance lobby glass and door glass – minimum 1 per month and as needed
38. Vacuum all edges and corners – 1 per month
39. Dust wall-hung articles in lobby and conference rooms – 1 per month
40. Empty/remove trash & recyclables from containers, replace bags (includes outdoor/exterior trash receptacle – 1 per day
41. Wipe cobwebs from walls and ceiling – 1 per month
42. Dust mini blinds – 1 per month
43. Dust air grills, vents and ducts – 1 per month
44. Dock areas- 1 per week

c. Office Areas

45. Empty/remove trash and recycle baskets – 1 per day
46. Wet clean trash/recyclables receptacles to remove stains or spills – As needed or requested.
47. Vacuum under all desks, computers, tables, and all other furniture in conference rooms, offices and office cubicles – 1 per week
48. Clean interior glass on walls (not cubicles)– 1 per quarter
49. Office glass on and beside doors – 1 per month

d. Kitchenettes

50. Clean and sanitize cupboard fronts – 1 per day
51. Clean & fill paper towels dispensers – 1 per day
52. Empty/remove trash from receptacles. Replace bags – 1 per day
53. Clean and sanitize sinks – 1 per day
54. Clean and sanitize counter tops – 1 per day

- 55. Vacuum all carpeted areas – 1 per day
- 56. Damp mop hard surfaces – 1 per day
- 57. Clean & fill soap dispensers – 1 per day
- 58. Wipe cobwebs from walls and ceiling – 1 per month
- 59. Dust air grills, vents and ducts – 1 per month
- 60. Clean, sanitize and polish stainless steel fixtures – 1 per day

e. Elevators (Public and Freight)

- 61. Clean/ polish stainless steel inside and out – 1 per day
- 62. Clean floors (damp mop or vacuum) – 1 per day
- 63. Clean walls – 1 per day
- 64. Clean and clear debris from door track – 1 per day

f. Lactation Room

- 65. Empty/remove trash and recycle baskets – 1 per day
- 66. Clean and sanitize sinks – 1 per day
- 67. Vacuum all carpeted areas and any upholstered items – 1 per day
- 68. Clean and sanitize all counter areas – 1 per day
- 69. Clean and fill soap dispensers – 1 per
- 70. Clean and fill paper towel dispensers – 1 per day

g. Mail Rooms

- 71. Empty/remove trash and recycle baskets – 1 per day
- 72. Sweep floors – 2 times per week
- 73. Mop floors – 1 per week

5.4.2 The following services may be altered or removed by the State of Iowa from the base services identified in Section 5.4.1.

a. Restrooms

- 1. Clean & fill soap dispensers – Remove from services
- 2. Clean & fill toilet paper dispensers – Remove from services
- 3. Clean & fill paper towels dispensers – Remove from services
- 4. Empty/remove trash from receptacles – Remove from services
- 5. Pour bucket of water in floor drains to prevent dry trap – Remove from services

b. Common Areas

- 19. High Dusting – Remove from services
- 20. Dust windowsills NOT in personal offices – Remove from services

c. Office Areas

- 44. Trash reduced to ONLY Tuesday and Friday – Reduced services

- 45. Low Dusting of cubicle tops, chair rails chair legs window sills, unoccupied file cabinet tops and empty cubicle desk tops – Remove from services
- 46. Wet Clean Chair bases – Remove from services
- 47. High Dusting – Remove from services

d. Kitchenettes

- 51. Clean & sanitize cupboard fronts – Remove from services
- 52. Clean & fill paper towel dispensers – Remove from services

f. Lactation Rooms

- 69. Clean & fill soap dispensers – Remove from services
- 70. Clean & fill paper towels dispensers – Remove from services

5.4.3 Additional Services

As requested by Contract Manager. Provide pricing for the following on Attachment #6-Cost Proposal:

- Hard floor refinishing (provide pricing per sq. ft. on separate line)
- Carpet Extraction and Cleaning /Shampooing (provide pricing per sq. ft. on separate line)
- Vendor Temporary (provide hourly cost on separate line)
- Non-vendor temporary (provide hourly cost on separate line)

5.4.4 Amplifying Instructions

- 5.4.4.1 Remove Trash:** Per “Standards of Performance” for Common and Office Areas.
- 5.4.4.2 Mop:** Per “Standards of Performance” for Common and Office Areas.
- 5.4.4.3 Sweep Floors:** Per “Standards of Performance” for Common and Office Areas.
- 5.4.4.4 Low dusting:** Per “Standards of Performance” for Common and Office Areas.
- 5.4.4.5 Spot Clean:** Per “Standards of Performance” for Common and Office Areas.
- 5.4.4.6 Consumables Management:** If the State elects to have the awarded vendor supply line item consumables, it will be the responsibility of the contracted vendor to ordering, manage inventory levels with the responsibility of replenishing the line items agreed to in the contract.
- 5.4.4.7 Clean and Disinfect:** All surfaces of toilet bowls, urinals, lavatories, shower dispensers, fixtures and other such surfaces using a “green compliant” germicidal detergent or equivalent.

- 5.4.4.8 Clean and Disinfect:** All surfaces of partitions, stalls, stall doors, fixtures, and wall areas adjacent to wall mounted lavatories, urinals, showers, and toilets.
- 5.4.4.9 Toilets:** Descale toilet bowls and urinals. After descaling, the entire surface shall be free from streaks, stains, scum, debris, rust stains.
- 5.4.4.10 Sinks:** Sinks should be kept free of soap residue, stains, rust and streaks.
- 5.4.4.11 Fixtures:** All lavatory, toilet, door and stall fixtures including any other metal fixtures are to be kept in a polished state and free from dirt, stains, water spots and scum.
- 5.4.4.12 Posted Checklist:** Each restroom/lactation room will have a posted checklist that will require sign-off during the day shift and night shift each 24-hour period as well as sign-off for additional tasks performed other than the twice daily required tasks. The checklist will be generic and can be used in all restrooms in all buildings. The service provider will fill out the date and time of service and contracted employee initials check off that the required tasks have been performed. These forms will be provided by the DAS and will be left in the respective restrooms.

5.5 Required Standards of Performance

These are the minimum levels of acceptable cleaning performance required.

5.5.1 Empty/Remove Trash and Recyclable Receptacles

All waste baskets and other trash containers within the areas specified shall be emptied and returned to their initial location. Boxes, cans and papers that are placed near a trash receptacle and marked "Trash" shall be removed. Any obvious soiled or torn plastic trash receptacle liners will be replaced with a new liner as needed. Trash shall be disposed of in plastic bags and secured with bag ties. Pick-up any trash that may fall onto the facility or grounds during the removal of or act of collecting trash. Trash will be taken to the designated dumpster located near the building. Recyclables will be placed in the designated bulk recyclable container/dumpster with a yellow lid. All recyclable material needs to be "loose" in the dumpster. Material will be dumped from all bags/boxes/containers during entry and plastic bags removed and disposed of as waste. Most office areas have segregated trash and recyclable bins but at times sorting may be necessary to ensure maximized the recyclable material collection. Trash and recyclable receptacles will be wet cleaned to remove spills or stains that occur when the liners break or tear to keep the receptacles clean.

5.5.2 Vacuum Carpet

Vacuums with Beater bars will be used at least twice per month. After being vacuumed, the carpet floor shall be free of all visible litter, debris, and soil. This includes vacuuming under the furniture. Any spots will be removed as soon as noticed. All torn carpet, unraveling, seam damage, and damage in general will be brought to the attention of the State's project manager or other designated State representative for this contract. Vacuuming is for the entire area (wall to wall or assigned floor) including every square foot.

5.5.3 Cleaning Carpet

Rugs or carpets shall be cleaned by shampooing. Prior to shampooing rugs or carpets, they shall be brushed against the pile direction to loosen soil and open pile tufts. The loosened soil shall then be removed by vacuuming. Ink, oil or other stains shall be spot cleaned. Shampoo cleaning shall be accomplished using a concentrated "Green" detergent solution manufactured for this purpose. The shampooing operation shall be in accordance with the manufacturer's directions. The shampooing operation shall be followed by vacuuming the shampoo solution from the carpet, then by brushing with the pile lay and being allowed to dry. DAS personnel will leave a cone on areas that need carpet cleaning. Carpet cleaning within department area will happen on the day of scheduled vacuuming. Carpet cleaning of common areas can be daily if needed. A mapcon will be created and sent to the vendor with specifics. Example: Carpet spot clean: Cone #1 Hoover common area floor 1 central by elevators Cone #2: Hoover 3 floor North (East quad/ or cubicle name).

5.5.4 Floor Maintenance

All areas accessible to the floor machines shall receive floor maintenance. Chairs and trash receptacles shall be tilted or removed to maintain floors underneath. After receiving floor maintenance, the entire floor shall have a uniform, glossy appearance free of scuff marks, and other stains, and shall have a uniform coating of floor finish. All floor maintenance solutions shall be removed from baseboards, furniture, and trash receptacles. After all cleaning operations have been completed, all office furniture or other items moved shall be returned to their original location and the area will be left in an orderly condition. Floor maintenance includes dry buffing, spray buffing, stripping and waxing.

5.5.5 Mop Floors

All Floor areas shall be swept and then mopped (wet and dry) at the minimum frequency as required in the "Scope of Work" attachment in the bid. Other means of floor cleaning may be substituted by the contactor, i.e. floor buffing with spray cleaner. After being cleaned the floor shall have a uniform lustrous appearance, with no streaks, swirl marks, detergent residue, and any evidence of soil, stains, film, debris, or standing water. There shall be no splash marks, mop streaks, nor buffer damage to furniture, wall, baseboards, nor mop strands or buffer pad particles remaining in the area. Any wet or slippery surfaces will be marked as such to insure the safety of contractors and employees until the potential hazard is no longer an issue.

5.5.6 Sweep Floors

After the floor has been swept, the entire floor surface including corners and abutments shall be free of litter dust and foreign debris. Chairs and trash receptacles shall be tilted or moved to sweep underneath, then returned to their original location.

5.5.7 Low Dusting

After low dusting, all dust, lint, litter and fry soil shall be removed from the horizontal surfaces of desks, chairs, file cabinets, cubicle tops, tops of furniture, and other types of office furniture and equipment to include horizontal ledges, windows sills, blinds, hand rails, etc., to a line 7 feet above floor level.

5.5.8 High Dusting

After high dusting all dust, lint, litter, and dry soil shall be removed from all surfaces above 7 feet from the top of the floor surface.

5.5.9 Touch-Up Waxing and Buffing

Touch-up waxing shall be one coat of wax applied and buffed following a damp mopping. Areas to receive this treatment shall be specified in the "Scope of Services". All waxed floors shall be buffed after damp mopping or waxing. Buffing machines shall be disk or cylinder type.

5.5.10 Stripping and Refinishing

Areas to be stripped and refinished should have all movable furniture and equipment moved by the contractor to allow complete area to be stripped and refinished. Old finish shall be completely removed from floor surfaces by mopping or scrubbing with a "Green" finish removing solution, followed by a clean water mop rinse. Cleaned floor shall be dry and free of cleaning solution or film before refinishing. Finish shall be applied in sufficient amount to floor surfaces so as not to come in contact with baseboards or the base of non-movable equipment and furniture. The coat of wax shall be allowed to dry before buffing. Then the contractor shall return all moved furniture and equipment to their original locations.

5.5.11 Wet Clean

Remove smudges fingerprints, marks, streaks, etc. from washable surfaces of walls, partitions, doors, furniture, fixtures, appliances, etc. If possible, "Green" germicidal detergent shall be used in restrooms, break areas, and drinking fountains. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of removable soil.

5.5.12 Clean Drinking Fountains

Remove all obvious soil, streaks, and smudges from the drinking fountains and cabinets, then disinfect all polished metal surfaces, including the orifices and drains. After cleaning, the entire drinking fountain shall be free from streaks, stains, spots, smudges, scale, and other obvious soil. Abrasives shall not be used on plated metal surfaces.

5.5.13 Clean Interior Glass and Mirrors

Interior glass surfaces include windows, doors, and mirrors. After the glass has been cleaned, all traces of film, dirt, smudge, water and other foreign matter shall be removed from frames, casing, sills and glass.

5.5.14 Flag Raising & Lowering

Flags will be required to be raised & lowered, as directed by Contract Manager.

5.5.15 Snow removal

All entrances will be shoveled not less than 20ft out and across the entire width of entrance. Initially a path will be made at all entrances from building to closest sidewalk or parking lot. After all entrance paths are made and access is open then they need to be widened to full width.

All entrances will be shoveled and treated with salt/ice melt out to the closest perpendicular sidewalk not later than 7am and maintained throughout weekday business days ending through 5pm.

Snow: Cover weekends also for contracted buildings: Not just Monday thru Friday. Vendor does not need to maintain sidewalks and entrances after 7pm but have open and clear by 630am Monday through Friday (minus State Holidays).

5.5.16 Clean Toilets/Urinals

Remove all fecal matter, urine, dust, debris, & other from both inside & outside the entire fixture, the toilet lid, and attached plumbing. Remove all bowl rings and discoloration to present a clean shiny appearance. Disinfect daily. Upon completion of service all toilet seats will remain up.

5.5.17 Private Offices

Not to be confused with Secure Areas. Vendor is NOT required to obtain keys to individual offices in order to complete services in these areas per this request for proposal. If a department/agency wants to add this specialized service, direct them to DAS Customer Service at custserv.gse@iowa.gov. Private office areas will be completed the same day the larger department areas are scheduled for service. Vendor will annotate any locked doors on the schedule log.

5.5.18 Secure Area (SA)

Department area that contains levels of data & information above confidential or deemed confidential/restricted. Some of these areas require confidentiality training or specialized access. These areas are identified as potential risk areas and require State employees to oversee and/or be present while receiving scheduled services (normally day-time). Departments that contain secure areas will create a service schedule to be approved by the contract manager for submission to vendor. See attached floor plans for these areas.

5.5.19 Access

Identified by Contract Manager and attached floorplans. If scheduled services are not completed due to access they will be "waived" until the next scheduled service. Vendor will ensure to document areas (individual or specific office by name/room number) where access is restricted in order to cover the attempted service.

5.5.20 Authority

The State of Iowa Contract Manager is the only authorized person to make contractual changes. Vendor will NOT make changes to any contracted services at the request of unauthorized individuals. If recommendations arise directly to the vendor they should be appropriately documented as well as deferred to the contract manager.

5.6 Vendor Supplied Consumables

5.6.1 Base Services

5.6.1.1 Buildings and services may be removed or added as needed by the State of Iowa.

5.6.1.2 Cleaning products required to complete schedule of services.

5.6.1.3 Equipment: All equipment required to complete schedule of services.

5.6.2 **Optional Services** See Attachment #6, Schedule A for line item approval/rejection of pricing.

5.7 State Property

5.7.1 The State of Iowa will maintain the following:

5.7.1.1 Dumpsters located outside of the building for disposal of trash

5.7.1.2 Trash Cans

5.7.1.3 Feminine Products

5.7.1.4 Air Freshener & Dispensers

5.7.1.5 Dispensers: Toilet paper: Soap: Paper Towel

5.8 Premises and Utilities

The State shall furnish without cost to the Contractor, designated spaces in all buildings and a reasonable amount of utilities from existing sources, to use as necessary for the purpose of fulfilling the obligations of this contract.

5.8.1 Such building space occupied by the Contractor and Contractor's employees shall be maintained in the same fashion as similar areas occupied by State employees.

5.8.2 The Contractor and the Contractor's employees will not make any alterations to the space.

5.8.3 Upon termination or completion of this contract the Contractor and the Contractor's employees shall vacate all buildings within seven (7) working days after the effective date of the termination or contract completion, and shall restore the buildings and grounds to the condition that existed when the Contractor initially occupied such space except for fair and reasonable wear.

5.9 Contract Management Activities

5.9.1 Inspections

5.9.1.1 DAS staff will perform independent unscheduled inspections of awarded vendor's work.

- i. DAS contract manager will conduct sampling inspections weekly beginning around 6:30am prior to employee start times. This time frame will allow for accurate inspection of scheduled services. Deficiencies will be documented both internally to DAS and directly to the vendor. Evening services shall be corrected by 8AM.

- ii. The inspection schedule will vary based upon complaints, MAPCONs, performance and the results of awarded vendor's inspections, and the results of prior DAS inspections.
- iii. Each inspection shall be based upon the *Scope of Services*, required *Standards of Performance*, & Service Matrix.
- iv. Any inspection findings will be reported to awarded vendor's Project Manager directly as well as documented into accepted automated system for correction based upon urgency.

5.9.1.2 DAS will accompany awarded vendor's while performing scheduled inspections.

- i. Awarded vendor shall create a monthly inspection schedule and submit to DAS contract manager for approval that inspects all services to be performed under the contract throughout all buildings. Completed inspections will be directly emailed to DAS contract manager immediately after completion of the report and submitted within 4 hours of the actual inspection. Awarded vendor will inspect each contracted facility not less than weekly.
- ii. The inspection should be based upon the Scope of Services and Required Standards of Performance as provided in the Contract and should ensure awarded vendor's staff are providing the required services.
- iii. Simultaneous quality assurance and quality control inspections between the DAS contract manger and the vendor site manager will occur weekly. Each contracted facility will be inspected not less than once each quarter. Google calendar inspection events will be created by DAS. DAS contract manager will send location data to the vendor 30 minutes prior to the scheduled event. Inspection findings will be documented by both parties immediately following each inspection.

5.9.2 On-Site Meetings

For issues identified through complaints or normal course of business, awarded vendor's representative should be available to meet with DAS staff Monday through Friday. Services found to be incomplete, defective, or not accomplished as scheduled will be reported to the awarded vendor's Project Manager for corrective action. Services reported incomplete, defective, or not accomplished as scheduled shall be completed, corrected, or accomplished within one (1) hour of notification.

5.9.3 Quarterly Performance Meetings (or more often, as needed)

5.9.3.1 The DAS Contracting Officer, DAS Contract Manager, and the awarded vendor's Site & Regional Manager will meet at minimum quarterly to review the following measures:

- Quality control log (Quantity of orders submitted by type, open, closed, time to complete)
- Non-performance log and Inspection findings

- Trends
- Operations (current / future)
- Employee updates

5.9.3.2 Quarterly meetings schedule: January/April/July/October. DAS Contract manager will schedule and conduct these meetings, take notes, and archive data.

5.9.4 Annual Performance Meeting

An annual performance review will be conducted in place of the fourth quarter meeting in order to discuss any modifications to the contract by DAS or by awarded vendor. This annual performance review will contain all of the same information as the Quarterly Performance Meetings, as well as provide information to be used in determining whether the contract will be renewed or rebid prior to the next annual contract expiration date.

5.9.5 At Risk Criteria

Reported daily to Vendor Not Later than 7:30am. Each building is subject to the At Risk Criteria. Services not performed to standard become at risk for payment. Performance failures that contain a monetary amount will be credited from monthly vendor invoices provided to DAS for payment. DAS reserves the right to withhold payment until the invoice is corrected. Nonperformance will be reviewed quarterly. Escalation of performance failure is as follows:

5.9.5.1 Performance Failure #1: Vendor will receive a basic mapcon of shortcomings found. 1-3 service failures SMALL (less than 10% of 1 task failure of service task or area) **Must be corrected by 8am.

5.9.5.2 Performance Failure #2: A mapcon with the wording Performance Failure #2 will be created Identifying specific failure of 3-5 services OR that the same services in not being performed to standard over multiple floors or areas. MEDIUM (20-40% of the service for the entire building was not met) ** Must be corrected by 8am.

5.9.5.3 Performance Failure #3: A mapcon will be created with the wording Performance Failure #3. These are for wide area failures such as 50% or more of a failing task of the floor vacuuming or entire building (trash, rest rooms, elevators) LARGE (vacuuming, trash, restrooms, common areas etc) . All tasks minus Vacuuming corrections must be made as soon as possible but not later than 3pm on the same day. Vacuum tasks will be corrected within 24hours by the appropriate shift and re-inspected. These are chargeable due to the fact that they are so sizeable that they can't be completed to standard by 8am OR that we have had Repeat service failures of 3 days in a row. If vendor does not correct failed services within the directed timeline DAS Contract Representative will direct DAS staff to complete the service and the vendor will be charged the current hourly Market Place Rate. The DAS Contract Representative will then "short-pay" the monthly invoice this amount.

5.9.6 Performance Scoring

5.9.6.1 Each individual service is either Pass (P) or Fail (F).

5.10 Project Manager

The Contractor shall provide a Project Manager who shall be responsible for the competent performance of the work – to include the functions below:

5.10.1 The Project Manager must be able to effectively communicate with State staff.

5.10.2 The Project Manager shall have full authority to act for the Contractor at all times during the performance of the work in order to comply with all requirements of this contract.

5.10.3 The Project Manager shall be knowledgeable of cleaning equipment, tools, chemicals, and techniques, and shall be able to recognize situations or circumstances under which the cleaning techniques may be hazardous to the facilities or to personnel. The Project Manager shall immediately correct such situations or circumstances.

5.10.4 The Project Manager shall be available to meet with the State's Contract Manager within one hour to discuss immediate problem areas not in compliance with standards of performance section.

5.10.5 The Project Manager shall be responsible for the training of Contractor's personnel and shall direct, schedule and coordinate all custodial services and functions to accomplish the work specified. The Project Manager shall supervise & inspect the services or delegate a supervisor to oversee the overnight staff each shift and the work performed by the day staff should be supervised as needed to insure contractual compliance.

5.10.6 The Contractor or a competent representative shall be available on site Monday through Friday of each week at a time and place approved by the Contract Manager, to receive complaints, information, or instructions concerning areas or spaces receiving custodial services. Services found to be incomplete, defective, or not accomplished as scheduled will be reported to the Project Manager for corrective action. Services reported incomplete, defective, or not accomplished as scheduled shall be completed, corrected, or accomplished within 1 hour of notification.

SECTION 6 EVALUATION AND SELECTION
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6.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest value to the State. Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State.

6.2 Evaluation Committee

The Agency will use an evaluation committee to conduct a comprehensive, fair, and impartial evaluation of Technical Proposals received in response to this RFP. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to another person or entity that must approve the recommendation.

6.3 Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with this Section. In addition to other RFP requirements, to be deemed a Responsive Proposal, the Technical Proposal must:

- Answer “Yes” to all parts of Section 4 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Technical Proposal. If a Technical Proposal does not meet the minimum score, it will be rejected and the Respondent’s Cost Proposal will not be evaluated.

An addendum identifying the points assigned to the scoring criteria and identifying the minimum score for the Technical Proposal will be posted prior to the RFP closing.

6.4 Cost Proposal Scoring

After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations. Only prospective Respondents who obtain the minimum score for their Technical Proposal will be considered during the cost evaluation phase of the review process. When a Technical Proposal does not meet the minimum score, the associated Cost Proposal will remain unopened and will be returned to the Respondents upon request after the Lead State issues a Notice of Intent to Award the Contract. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the Agency in evaluating, Cost Proposals may be evaluated and points awarded as follows:

- 1) The Cost Proposals will be ranked from least to most expensive.
- 2) The least expensive Cost Proposal shall receive the maximum number of points available.

- 3) To determine the number of points to be awarded to all other Cost Proposals, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals will be used as the denominator per the example below.
- 4) The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant Respondents. Percentages and points will be rounded to the nearest whole value.

Example:

Respondent A quotes \$35,000; Respondent B quotes \$45,000 and Respondent C quotes \$65,000.

Respondent A: $\frac{\$35,000}{\$35,000}$ = receives 100% of available points on cost.

Respondent B: $\frac{\$35,000}{\$45,000}$ = receives 78% of available points on cost.

Respondent C: $\frac{\$35,000}{\$65,000}$ = receives 54% of available points on cost.

6.5 Tied Score and Preferences

- 6.5.1 An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.
- 6.5.2 Notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.
- 6.5.3 In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Respondents complying with ESGR standards.
- 6.5.4 Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.
- 6.5.5 Preferences required by applicable statute or rule shall also be applied, where appropriate.

SECTION 7 CONTRACT TERMS AND CONDITIONS

7.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Respondent's objection or amendment in writing.

The Contract terms and conditions in this Section 6, the General Terms and Conditions to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFP or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion:

- 7.1.1** Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;
- 7.1.2** Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;

- 7.1.3 Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;
- 7.1.4 Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award issued by the Agency as terms and conditions with which the agency will or will not agree or further negotiate shall be part of the Contract, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications Respondent may request and may accept Respondent's proposal under the terms and conditions of this RFP and the Terms and Conditions.

7.2 Contractual Terms and Conditions – No Material Changes/Non-Negotiable

Notwithstanding anything in this RFP to the contrary, Respondent may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

7.2.1 Indemnification

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Respondents, or any other entity, against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words "indemnity" or "indemnify," are not clauses to which the State may agree. The State will not agree to clause that includes the language "to the extent permitted by law" because, as explained, the State cannot indemnify Respondents to any extent.

7.2.2 Limitation of Liability

Iowa Code section 8A.311(22) and 11 Iowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

7.2.3 Jurisdiction and Venue

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

7.2.4 Confidentiality

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code chapter 22.

7.2.5 Unliquidated Expenses (i.e., Attorney Fees, Add-ons, or Cost Increases)

The State may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate those funds that have been appropriated to it by the Iowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

7.3 Special Terms and Conditions

7.3.1 Term Length

The Contract shall have an initial term of three (3) years, beginning on the date of contract execution (the "Effective Date"). At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of three (3) additional one-year terms, not to exceed a total contract term of six (6) years. The State will give the Vendor written notice of its intent whether to exercise each option no later than sixty (60) days before the end of the Contract's then-current term.

7.3.2 Payment Terms

7.3.2.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents shall indicate in their Cost Proposals all of the payment methods they will accept. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

7.3.2.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)

The State of Iowa may make payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_aut_horization_form.pdf

7.3.2.3 State Warrant

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

7.3.2.4 Credit card or ePayables

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide

by the State of Iowa's Terms of Pcard Acceptance. Respondents must provide a statement regarding their ability to meet the requirements in this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

7.3.2.5 Terms and Conditions for State of Iowa Purchasing Cards

The State of Iowa shall pay Contractor's invoices using its Purchasing Card Program (Pcard) whenever possible. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing US Bank to pay the Contractor directly, generally within 48 hours of the transaction. Contractor shall comply with security measures for Pcard payments including:

7.3.2.5.1 Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;

7.3.2.5.2 Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;

7.3.2.5.3 Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);

7.3.2.5.4 Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;

7.3.2.5.5 Contractor shall confirm that the name of purchaser matches the name on the card;

7.3.2.5.6 Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;

7.3.2.5.7 Contractor shall shred any documentation with credit card numbers.

7.3.2.6 Payment Terms

Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor.

7.3.2.7 Respondent Discounts

Respondents shall state in their Cost Proposals whether they offer any payment discounts.

7.3.2.8 Prompt Payment Discount

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

7.3.2.9 Invoices

Any invoices submitted must comply with applicable rules concerning payment of claims, including but not limited to those set forth at Iowa Administrative Code chapter 11—41.

7.3.3 Insurance

The Contract will require the successful Respondent to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

7.3.4 Performance Security

The Contract may require the Respondent to provide security for performance [e.g. performance bond, escrow, letter of credit, liquidated damages]. Agency shall retain ten percent (10%) of each payment due under the Contract. Agency shall pay the retained amount only after all Deliverables have been completed by Contractor and accepted by the Agency.

7.3.5 Quarterly Report

The Contractor shall provide an electronic detailed quarterly report on all sales made under this agreement within the State of Iowa via E-Mail to the Iowa Department of Administrative Services, Central Procurement, Attn: Katelyn Howells, Katelyn.Howells@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Respondent proposals must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

7.3.6 Administrative Fee

Without affecting the approved Good or Service prices or discounts specified in the Master Agreement, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the State, made payable to the "Iowa Department of Administrative Services – Central Procurement."

7.4 Order of Precedence

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as attachment 5 (Terms and Conditions); and (4) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.

Response Check List

RFP REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
Technical Proposal		
Exhibit 1 - Transmittal Letter		
Exhibit 2 - Executive Summary		
Exhibit 3 - Firm Proposal Terms		
Exhibit 4 - Respondent Background Information		
Exhibit 5 - Experience		
Exhibit 6 - Termination, Litigation, and Debarment		
Exhibit 7 - Criminal History and Background Investigation		
Exhibit 8 - Acceptance of Terms and Conditions		
Exhibit 9 - Mandatory Technical Specifications		
Exhibit 10 - Implementation Plan		
Exhibit 11 - Optional Services		
Exhibit 12 - Summative Project Requirements Response		
Exhibit 13 - Project Management Team		
Exhibit 14 - Customer Service		
Public Copy of Technical Proposal with Confidential Information Excised (Optional)		
Cost Proposal		