

REQUEST FOR BIDS

RFB COVER SHEET

Administrative Information:

RFB Number	RFBMM225820029	Title of RFB	185th ARW Custodial Services – Sioux City	
Agency	Iowa Department of Public Defense(DPD)			
Initial term of Contract				
Number of years of the initial term of the Contract	1	Number of possible extensions	5	
State Issuing Officer: Evan Schatz Phone: 515-252-4556 E-mail: dpdpurchasing@iowa.gov				
PROCUREMENT TIMETABLE—Event or Action			Date/Time (Central Time)	
State Posts Notice of RFB on TSB website			December 27, 2021	
State Issues RFB			December 29, 2021	
RFB written questions, requests for clarification, and suggested changes from Bidders due			January 14, 2022/10:00 am	
Bids Due			January 21, 2022 /2:00 pm	
Relevant Websites				
Internet website where Addenda to this RFB will be posted http://bidopportunities.iowa.gov				
Internet website where contract terms and conditions are posted https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf				
Number of Copies of Bids Required to be Submitted: 1 Electronic				
Firm Bid Terms				
The minimum number of days following the deadline for submitting Bids that the Bidder guarantees all Bid terms, including price, will remain firm is 120 Days.				

Section 1 - INTRODUCTION

1.1 Purpose

The purpose of this Request for Bids (RFB) is to solicit bids from qualified Bidders to provide the goods and/or services identified on the RFB cover sheet and described further in Section 4 of this RFB to the Lead Agency and any Participating Agencies identified on the RFB cover sheet. The Lead Agency intends to award a contract(s) beginning and ending on the dates listed on the RFB cover sheet, and the Lead Agency may extend the contract(s) for up to the number of annual extensions identified on the RFB cover sheet at the sole discretion of the Lead Agency. Any contract(s) resulting from the RFB shall not be an exclusive contract.

1.2 Definitions

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

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

“Bidder” or “Contractor” means (as the context requires) either vendors submitting Bids in response to this RFB or the provider of the goods and services under the Resulting Contract.

“Buyer” means the individual state agency or political subdivision making a purchase pursuant to the Resulting Contract.

“Contract” or “Resulting Contract” means the contract(s) entered into with the successful Bidder(s) as described in Section 3.2.2.

“Lead Agency” means the agency is the chief coordinator and issuer of the RFB. The lead agency will also execute the Resulting Contract.

“Participating Agency” or “Participating Agencies” means the agency or agencies that decides to utilize the Resulting Contract.

“Public Entities” means cities, counties, and educational institutions.

“Purchase Instrument” means the documentation issued by the State to the Bidder for a purchase of goods and/or services in accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the Bidder should submit the invoices, and any other requirements deemed necessary by the State. Any pre-printed contract terms and conditions included on Bidder’s forms or invoices shall be null and void.

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

“Responsive Bid” means a Bid that complies with each of the provisions of this RFB.

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

“State” means the State of Iowa, the state agency identified on the Contract Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases off of the Resulting Contract as permitted by this RFB.

1.3 Overview of the RFB Process

Bidders will be required to submit their Bid packages electronically. It is the Lead Agency’s intention to evaluate Bids from all Responsible Bidders that submit timely Responsive Bids, and award the contract(s) in accordance with Section 5, Evaluation and Selection.

1.4 Background Information

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

Sioux Gateway Regional Airport is Home for the Iowa Air National Guard's 185th Air Refueling Wing. The Wing's main mission is to provide mid-air refueling and mobility sustainment in direct support of the global mission of the Air Force. As a community-based organization, the Wing and its subordinate units are also tasked to support the State of Iowa in the event of a State emergency.

The purpose of Iowa Air National Guard's 185th Air Refueling Wing (185th ARW) Maintenance Services is to maintain the 185th ARW's buildings and grounds to provide a safe, healthy, cost effective, and aesthetically pleasing environment for elected officials, employees and visitors.

Section 2 – ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

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

2.2 Restriction on Communication

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

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

2.3 Amendment to the RFB

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

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

2.4 Bid Amendment and/or Withdrawal

The Bidder may amend or withdraw and resubmit its Bid at any time before the Bids are due. The amendment must be in writing, signed by the Bidder and received by the time set for the receipt of Bids. Electronic mail and faxed amendments will not be accepted. Bidders must notify the Issuing Officer in writing prior to the due date for Bids if they wish to completely withdraw their Bid.

2.5 Submission of Bids

The Agency must receive the Bid before the "Bids Due" date and time listed on the RFB cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Bid received after this deadline will be rejected and returned unopened to the Bidder.**

Bidder will submit an electronic copy of its Bid via email to the following email address:

dppurchasing@iowa.gov

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

2.6 Bid Opening

The Agency will open Bids after the deadline for submission of Bids has passed. However, the names of Bidders who submitted timely Bids will be publicly available after the Bid opening. See

Iowa Code Section 72.3. The announcement of Bidders who timely submitted Bids does not mean that an individual Bid has been deemed technically compliant or accepted for evaluation.

2.7 Costs of Preparing the Bid

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

2.8 Rejection of Bids

The Agency reserves the right to reject any or all Bids, in whole and in part, received in response to this RFB at any time prior to the execution of a written Contract. Issuance of this RFB in no way constitutes a commitment by the Agency to award a Contract. This RFB is designed to provide Bidders with the information necessary to prepare a competitive Bid. This RFB process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection of a Bidder to provide goods and/or services. It is not intended to be comprehensive and each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

2.9 Disqualification

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

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

2.10 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Bid if, in the judgment of the Agency, it is in the Agency's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Bidders, that do not change the meaning or scope of the RFB, or that do not reflect a material change in the requirements of the RFB. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Bidder from full compliance with RFB specifications or other contract requirements if the Bidder is awarded the contract. The determination of materiality is in the sole discretion of the Agency.

2.11 Reference Checks

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

2.12 Information from Other Sources

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

2.13 Verification of Bid Contents

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

2.14 Bid Clarification Process

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

2.15 Disposition of Bids

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

2.16 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with Chapter 22 before submitting a Bid. The Agency will

copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Bidder as non-confidential records unless Bidder requests specific parts of the Bid be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.16.1 Form 22 Request for Confidentiality

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

2.16.2 Confidential Treatment Is Not Requested

A Bidder not requesting confidential treatment of information contained in its Bid shall complete Section I of Form 22 and submit Form 22 with the Bid.

2.16.3 Confidential Treatment of Information is Requested

A Bidder requesting confidential treatment of specific information shall: (1) fully complete Section II of Form 22, (2) conspicuously mark the outside of its Bid as containing confidential information, (3) mark each page upon which the Bidder believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a "Public Copy" from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Bidder: (1) enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential, (2) justifies why the material should be maintained in confidence, (3) explains why disclosure of the material would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Bidder to respond to inquiries by the Agency concerning the confidential status of such material.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFB. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Bid as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Bidders may not request confidential treatment with respect to pricing information and transmittal letters. A bidder's request for confidentiality that does not comply with this section or a bidder's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting bidder's Bid as non-responsive. Requests to maintain an entire Bid as confidential will be rejected as non-responsive.

If Agency receives a request for information that Bidder has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such material, Bidder shall, at its sole expense, appear in such action and defend its request for confidentiality. If Bidder fails to do so, Agency may release the information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Bidder fails to comply with the request process set forth herein, if Bidder's request for confidentiality is unreasonable, or if Bidder rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

2.17 Copyrights

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

2.18 Release of Claims

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

2.19 Bidder Presentations

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

2.20 Evaluation of Bids Submitted

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

2.21 Preference

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

2.22 Determination of Responsible Bidder & Responsive Bid

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

Responsible Bidder and a Responsive Bid, the Bid must comply with the bid format instructions and answer “Yes” to all parts and include information demonstrating the Bidder will be able to comply with the bid requirements.

2.23 Evaluation Criteria

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

2.24 Award Notice and Acceptance Period

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

2.25 Definition of Contract

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

2.26 Choice of Law and Forum

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

2.27 Restrictions on Gifts and Activities

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

2.28 Appeals

Bidders whose Bid 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 RFB and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Bidder.

2.29 Unit Price

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

2.30 Price Adjustments to Term Contract(s)

Bid prices shall remain firm the first year of the contract. Price adjustments may be taken into consideration during the contract renewal process. The State reserves the right to accept or reject any proposed price(s) changes.

2.31 Questions and Requests for Clarification

Bidders are invited to submit written questions, exceptions, and requests for clarifications regarding the RFB. The questions and requests for clarifications must be sent via email and received by the Issuing Officer by the date and time listed on the RFB cover sheet. Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page(s) and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and posted at <http://bidopportunities.iowa.gov/>.

Section 3 – BID CONTENTS

3.1 Instructions

These instructions prescribe the format and content of the Bid. They are designed to facilitate a uniform review process. Failure to adhere to the Bid format may result in the disqualification of the Bid.

3.1.1 The Bid shall be submitted via email to the following email address: dpdpurchasing@iowa.gov. Subject line of the email shall be:
RFBMM225820029 - 185th ARW Custodial Services – (Vendors' Name)

3.1.2 If the Bidder designates any information in its Bid as confidential pursuant to Section 2.21, the Bidder must also submit one (1) copy of the Bid from which confidential information has been excised as provided in Section 2.21.

3.1.3 Bids shall not contain promotional or display materials.

3.1.4 Attachments shall be referenced in the Bid.

3.1.5 If a Bidder proposes more than one method of meeting these requirements, each shall be labeled and submitted separately. Each will be evaluated separately.

3.2 Bid Contents

The Bidder shall sign and submit with the Bid, the documents included as Attachment #1 (Form of Bid) Attachment #2 (Cost Worksheet), Attachment #3 (Certification Letter), Attachment #4 (Authorization to Release Information Letter), Attachment #5(Section 889 Form), Attachment #6 (Exceptions Form, if applicable), Attachment #7 (Form 22).

Section 4 – SPECIFICATIONS

Overview

The successful Bidder shall provide the goods and/or services to the Lead Agency and to Buyers issuing Purchase Instruments against the Resulting Contract in accordance with the technical specifications defined in this Section. All items listed in this Section are Requirements. A successful Bidder must be able to satisfy all these requirements to be deemed a Responsible Bidder. By indicating “yes” in response to Form of Bid 4., a Bidder agrees that it shall comply with the requirements in this Section throughout the full term of the Resulting Contract, if the Bidder is successful.

4.1 General Requirements

The resulting contract is for the base service with optional line items that can be added or removed by DPD and the 185th ARW Project Manager. Base services will be performed as defined within all attached bid attributes and Appendix material of this RFB 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 4.6 for more details.

Janitorial services will be completed Monday to Friday between the hours of 7:00am – 4:30pm.

This request for proposal is for full janitorial services provided to the following facilities located at the Sioux Gateway Regional Airport the home of Iowa Air National Guard's 185th Air Refueling Wing:

- 1) Civil Engineering (Bldg 220) (Reference Appendix A)
- 2) Composite Support (Bldg 235) (Reference Appendix B)
- 3) P.O.L. Administration (Bldg 240) (Reference Appendix C)
- 4) A.G.E. Hangar (Bldg 252). (Reference Appendix D)
- 5) Crew Chiefs Facility (Bldg 253) (Reference Appendix E)
- 6) Squadron Operations (Bldg 254) (Reference Appendix F)
- 7) Aircraft Maintenance Hangar (Bldg 261) (Reference Appendix G)
- 8) Medical / Dining Facility (Bldg 263) (Scheduled for demolition February 2019) (Reference Appendix H) remove this line
- 9) Consolidated Support Functions (Bldg 265) (Reference Appendix I)
- 10) Headquarters (Bldg 269) (Reference Appendix J)
- 11) Main Gate House (Bldg 277) (Reference Appendix K)
- 12) Fuel Cell Hangar (Bldg 278) (Reference Appendix L)
- 13) Base Supply (Bldg 280) (Reference Appendix M)
- 14) Hazardous Storage (Bldg 281) (Reference Appendix N)
- 15) Vehicle Maintenance (Bldg 283) (Reference Appendix O)
- 16) Security Forces (Bldg 284) (Reference Appendix P)

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
- 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.

4.2 Scope of Services

Service schedules will clearly depict when each service identified under section 4.3 - Scope of Services will be completed. These schedules provided by the contractor 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. 185th ARW may request that any contracted employee that fails to meet the standards of performance three (3) times be replaced.

The Contractor shall maintain a detailed inventory of all material and equipment by building, floor, and room number. A copy will be provided to the 185th ARW Project Manager. The 185th ARW is not responsible for loss or theft of vendor material or equipment. The inventory will have the following data elements at minimum:

- Item Description and picture
- Make/Model
- Serial/Stock Number

Janitorial carts (if used) shall be kept neat and orderly. Equipment will be maintained so as to provide sanitary conditions. Vendor will provide a written support plan that depicts when, where, and how cart material is maintained.

4.2.1 The following are base services:

a. Restrooms

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

b. Common Areas

19. High Dusting to include lockers throughout each facility – Minimum 1 per month
20. Dust window sills NOT in personal offices – Minimum 1 time 1 per month
21. Wet clean trash receptacles to remove stains or spills – Minimum 1 time per month
22. Clean and sanitized drinking fountains – Minimum 1 time per day
23. Vacuum walk-off mats – Minimum 1 time per day
24. Vacuum all open areas and hallways – Minimum 1 time per day
25. Dust mop hard surfaces – Minimum 1 time per day
26. Damp mop hard surfaces – Minimum 1 time per day

27. Clean entrance door glass – Minimum 1 time per week
28. Sweep and damp mop or vacuum stairwells – Minimum 1 time per week
29. Dust handrails and banisters – Minimum 1 time per week
30. Mop/sweep floor areas in all building entrances – Minimum 1 time per day
31. Clean interior lobby doors – Minimum 1 time per week
32. Vacuum all edges and corners – Minimum 1 time per month
33. Dust wall-hung articles in lobby and conference rooms – Minimum 1 time per month
34. Empty/remove trash from containers, replace bags– Minimum 1 time per day
35. Wipe cobwebs from walls and ceiling – Minimum 1 time per month
36. Dust mini blinds – Minimum 1 time per month
37. Dust air grills, vents and ducts – Minimum 1 time per month
38. Floor deep cleaning with floor buffer and spray cleaner – Minimum 1 time per month

c. Office Areas O-6(Colonel) and above

38. Empty/remove trash and recycle baskets – Minimum 1 time per day
39. Low Dusting of cubicle tops, chair rails chair legs window sills, unoccupied file cabinet tops and empty cubicle desk tops – Minimum 1 time per month
40. Wet Clean Chair bases – Minimum 1 time per month
41. High Dusting – Minimum 1 time per month
42. Vacuum under all desks, computers, tables, and all other furniture in conference rooms, offices and office cubicles – Minimum 1 time per week
43. Clean all interior glass – Minimum 1 time per month
44. Wipe cobwebs from walls and ceiling – Minimum 1 time per month
45. Dust mini blinds – Minimum 1 time per month

d. Kitchenettes / Breakrooms

46. Clean and sanitize cupboard fronts – Minimum 1 time per day
47. Clean & fill paper towels dispensers – Minimum 1 time per day
48. Empty/remove trash from receptacles. Minimum 1 time per day
49. Clean and sanitize sinks – Minimum 1 time per day
50. Clean and sanitize counter tops – Minimum 1 time per day
51. Vacuum all carpeted areas – Minimum 1 time per day
52. Damp mop hard surfaces – Minimum 1 time per day
53. Clean & fill soap dispensers – Minimum 1 time per day
54. Wipe cobwebs from walls and ceiling – Minimum 1 time per month
55. Dust air grills, vents and ducts – Minimum 1 time per month
56. Clean, sanitize and polish stainless steel fixtures – Minimum 1 time per day

f. Lactation Room (Bldg 265)

57. Clean and sanitize sinks – 1 per day
58. Vacuum all carpeted areas and any upholstered items – Minimum 1 time per day
59. Clean and sanitize all counter areas – Minimum 1 time per day
60. Clean and fill soap dispensers – Minimum 1 time per day
61. Clean and fill paper towel dispensers – Minimum 1 time per day
62. High Dusting– Minimum 1 time per day
63. Wipe cobwebs from wall and ceiling– Minimum 1 time per day
64. Dust mini blinds– Minimum 1 time per day
65. Vacuum all edges and corners– Minimum 1 time per day
66. Clean all interior glass– Minimum 1 time per day

4.2.2 Additional Services

As requested by 185th ARW Project Manager. Provide pricing for the following on Attachment #2 Cost Worksheet:

- 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)

4.2.3 Amplifying Instructions

4.2.3.1 Remove Trash: Per “Standards of Performance” for Common and Office Areas.

4.2.3.2 Mop: Per “Standards of Performance” for Common and Office Areas.

4.2.3.3 Sweep Floors: Per “Standards of Performance” for Common and Office Areas.

4.2.3.4 Low dusting: Per “Standards of Performance” for Common and Office Areas.

4.2.3.5 Spot Clean: Per “Standards of Performance” for Common and Office Areas.

4.2.3.6 Consumables Management: If the 185th ARW 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.

4.2.3.7 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.

4.2.3.8 Clean and Disinfect: All surfaces of partitions, stalls, stall doors, fixtures, and wall areas adjacent to wall mounted lavatories, urinals, showers, and toilets.

4.2.3.9 Toilets: Descale toilet bowls and urinals. After descaling, the entire surface shall be free from streaks, stains, scum, debris, rust stains.

4.2.3.10 Sinks: Sinks should be kept free of soap residue, stains, rust and streaks.

4.2.3.11 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.

4.2.3.12 Posted Checklist: Each restroom/lactation room will have a posted checklist that will require sign-off after each cleaning. 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 185th ARW and will be left in the respective restrooms.

4.3 Required Standards of Performance

These are the minimum levels of acceptable cleaning performance required.

4.3.1 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.

4.3.2 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 185th ARW Project Manager or other designated State representative for this contract.

4.3.3 Mop Floors

All Floor areas shall be swept and then mopped (wet and dry) at the minimum frequency as required in the Exhibit #2 Task List. 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.

4.3.4 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.

4.3.5 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.

4.3.6 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.

4.3.7 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.

4.3.8 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.

4.3.9 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.

4.3.10 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.

4.3.11 Private Offices O-6(Colonel) and above

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 wants to add this specialized service please direct them to the 185th ARW Project Manager. 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.

4.3.12 Access

Identified by 185th ARW Project 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.

4.3.13 Authority

The State of Iowa Contract Manager (DPD Procurement) 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 185th ARW Project Manager.

4.4 Vendor Supplied Consumables

4.4.1 Base Services

4.4.1.1 Cleaning products required to complete schedule of services.

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

4.5 Contract Management Activities

4.5.1 Inspections

4.5.1.1 185th ARW staff will perform independent unscheduled inspections of awarded vendor's work.

i. 185th ARW Project Manager will conduct sampling inspections beginning around 3:30pm. This time frame will allow for accurate inspection of scheduled services.

Deficiencies will be documented both internally to DPD and directly to the vendor.

ii. The inspection schedule will vary based upon complaints, MAPCONs, performance and the results of awarded vendor's inspections, and the results of prior 185th ARW 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.

4.5.1.2 185th ARW Project Manager will accompany awarded vendor's Project Manager while performing scheduled inspections.

i. Awarded vendors shall create a monthly inspection schedule and submit to 185th

ARW Project Manager for approval that inspects all services to be performed under the contract throughout all buildings. Completed inspections will be directly emailed to 185th ARW Project 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 quality control inspections between the 185th ARW Project Manager 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 185th ARW Project Manager. 185th ARW Project 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.

4.5.2 On-Site Meetings

4.5.2.1 For issues identified through complaints or normal course of business, awarded vendor's representative should be available to meet with 185th ARW 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.

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

4.5.3.1 The 185th ARW Project Manager and the awarded vendor's 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

4.5.3.2 Quarterly meetings schedule: January/April/July/October.

- 185th ARW Project Manager will schedule and conduct these meetings, take notes, and archive data.

4.5.4 Annual Performance Meeting

4.6.4.1 An annual performance review will be conducted in place of the fourth quarter meeting in order to discuss any modifications to the contract by DPD, 185th ARW Project Manager, or by awarded vendor's Project Manager. 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.

4.5.5 At-Risk Criteria

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 185th ARW for payment. The 185th ARW reserves the right to withhold payment until the invoice is corrected. Nonperformance will be reviewed quarterly. Escalation of performance failure is as follows:

4.5.5.1 Performance Failure #1: A work order created via the vendor's digital system will be referenced via email and sent directly to Vendor's site manager.

4.5.5.2 Performance Failure #2: A work order created via the vendor's digital system will be referenced via email and sent directly to Vendor's site manager. This email will provide warning that continued non-performance will lead to an invoice reduction of the failed service or services.

4.5.5.3 Performance Failure #3: A work order will be created and referenced via this letter of non-performance and sent to the Vendor's site manager & Vendor Regional Manager for archival as well as building invoice reduction and copy sent to DPD contracting officer for contract file.

4.5.5.4 Daily Individual facility Risk calculation examples are as follows:

- 1-3 Services: Example [$\$100$ (Daily facility cost) / .5] = \$50 Invoice reduction amount
- 4 or more Services: Example [$\$100$ = Daily facility cost] = \$100 Invoice reduction amount

4.5.6 Performance Scoring

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

4.6 Contractor 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:

4.6.1 The Contractor Project Manager must be able to effectively communicate with 185th ARW staff.

4.6.2 The Contractor 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.

4.6.3 The Contractor 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.

4.6.4 The Contractor Project Manager shall be available to meet with the 185th ARW Project Manager within one hour to discuss immediate problem areas not in compliance with standards of performance section.

4.6.5 The Contractor 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.

4.6.6 The Contractor Project Manager or a competent representative shall be available on-site Monday through Friday of each week at a time and place approved by the 185th ARW Project 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 Contractor 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 5 - EVALUATION AND SELECTION

5.1 Introduction

This section describes the evaluation process that will be used to determine which Bid(s) provide the lowest cost to the Lead Agency and Participating Agencies.

5.2 Determination of Responsible Bidder & Responsive Bid

All Bids will be first evaluated to determine if they comply with the Requirements described in *Section 4* (i.e. to determine if they the Bidder is a Responsible Bidder submitting a Responsive Bid). To be deemed a Responsible Bidder and a Responsive Bid, the Bid must comply with the bid format instructions and answer "Yes" to Form of Bid 4.

5.3 Preferences

5.3.1 Preference to Iowa Products and Services

In accordance with the provisions of Iowa Code §73.1 a preference will be given to products and provisions grown and coal produced within the State of Iowa, when they are found in marketable quantities in the State and are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or products of other states. Preferences required by applicable statute or rule shall also be applied, where appropriate.

5.3.2 Tied Bid

Whenever a tie involves an Iowa Bidder and a Bidder outside the state of Iowa, the Iowa Bidder will receive preference. Whenever a tie involves one or more Iowa Bidders and one or more Bidders outside the state of Iowa, the drawing will be held among the Iowa Bidders only. Tied bids involving Iowa-produced or Iowa-manufactured products and items produced or manufactured outside the state of Iowa will be resolved in favor of the Iowa product.

In the event of a tied bid between Iowa Bidders, the department shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Bidders have complied with ESGR standards. Preference, in the case of a tied bid, shall be given to Iowa Bidders complying with ESGR standards.

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 Bidders 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.

5.4 Evaluation Criteria

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

**Attachment #1
Form of Bid**

Bidder is to complete the following. Fill out items with blanks. Indicate “yes” or “no” on items requesting agreement. If a “no” response is indicated, exception must be noted on Attachment #6.

1. Bidder Information

Business Name: _____

Official Address: _____

Firm's State or Foreign Country of Residence: _____

Sales contact: _____

Telephone Number: _____

Email: _____

License Number: _____

2. Contract Terms and Conditions

The contract(s) that the Lead Agency expects to award as a result of this RFB will be based upon the final Bid submitted by the successful Bidder and the RFB. The contract between the Lead Agency and the successful Bidder shall be a combination of the specifications, terms and conditions of the RFB, the contract terms and conditions contained at the web-address indicated on the RFB cover sheet, the offer of the Bidder contained in the final Bid submitted by the Bidder, written clarifications or changes made in accordance with the provisions of the RFB, and any other terms deemed necessary by the Lead Agency, except that no objection or amendment by a Bidder to the RFB requirements shall be incorporated by reference into the Contract unless the Lead Agency has explicitly accepted the Bidder’s objection or amendment in writing.

The contract terms and conditions contained at the web-address indicated on the RFB cover sheet will be incorporated into the resulting contract. The contract terms and conditions may be supplemented at the time of contract execution and are provided to enable Bidders to better evaluate the costs associated with the RFB and the potential resulting contract. Bidders should plan on the contract terms and conditions contained at the web-address indicated on the RFB cover sheet being included in any contract awarded as a result of this RFB. All costs associated with complying with these requirements should be included in any pricing quoted by the Bidder.

NOTE:

If Bidders have questions, requests for clarification, or exceptions regarding any term, condition, or other component within this RFB (including proposed alternate language), such shall be submitted as questions or requests for clarification in accordance with Section 2.33. If the Agency determines that any changes will be made resulting from the questions asked, the Agency will communicate such changes in an RFB addendum. The Agency may also elect to engage in post-contract negotiations and amendments of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the Agency rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Bidder’s bid. This applies to any language appearing in or attached to Bidder’s bid that purports to vary any terms and conditions or instructions herein or to render the bid non-binding or subject to further negotiation. Bidder’s bid shall constitute a firm offer. By submitting a Bid, each Bidder acknowledges its acceptance of the solicitation terms and conditions without change.

Bidder has read and agrees to this section:

Yes

No

3. Terms of Pcard Acceptance

The State of Iowa prefers to pay Bidders using its Purchasing Card Program (Pcard) whenever possible. Bidders accepting Pcard payments shall comply with the following security measures:

- Bidder shall comply with the most current Payment Card Industry Data Security Standards (PCI DSS) to assure confidential card information is not compromised;
- Bidder shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- When accepting orders online, Bidder shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or “https” in the web address;
- When accepting orders by phone, Bidder shall send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- Bidder 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;
- Bidder shall confirm that the name of purchaser matches the name on the card;
- Bidder shall shred any documentation with credit card numbers.

For additional information, see the [State of Iowa Purchasing Card Policy and Procedures Manual](#), or visit the [State Pcard website](#).

Bidder has read and agrees to this section:

Yes

No

4. Specifications

Bidder is able to provide specifications as specified in Section 4. By indicating “yes”, a Bidder agrees that it shall comply with those requirements throughout the full term of the resulting Contract, if the Bidder is successful.

Bidder has read and agrees to this section:

Yes

No

5. Bidder Experience

The Bidder must provide the following information regarding its experience:

- Number of years in business
- Number of years of experience with providing the types of goods and/or services sought by the solicitation.
- Describe the level of technical experience in providing the types of goods and/or services sought by the solicitation.
- List all goods and/or services similar to those sought by this solicitation that the Bidder has provided to other businesses or governmental entities.

6. Terminations, Litigation, Debarment

The Bidder must provide the following information:

- During the last five (5) years, has the Bidder had a contract for goods and/or services terminated for any reason? If so, provide full details related to the termination.

- During the last five (5) years, describe any damages or penalties or settlements to resolve disputes entered into by Bidder under any of its existing or past contracts as it relates to goods and/or services performed that are similar to the goods and/or services contemplated by this RFB. If so, indicate the reason for the penalty or exchange of property, goods, or services and the estimated amount of the cost of that incident to the Bidder.
- During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.
- During the last five (5) years, list and summarize all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party.
- The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid or termination of any subsequent Contract.
- This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid, and with respect to the successful Bidder after the execution of a Contract, must be disclosed in a timely manner in a written statement to the Agency.

7. Bidder References

The Bidder shall provide the following general background information: References from three (3) previous customers or clients knowledgeable of the Bidder’s performance in providing goods and/or services similar to the goods and/or services described in this solicitation and a contact person and telephone number for each reference. Please attach a document with the required information.

8. Preference

The Bidder shall provide the following general background information: For an out-of-state Bidder, Bidder certifies the Resident Preference given by the State or Foreign Country of Bidder’s residence. Enter the resident preference in the text box or indicate no preference.

Bidder’s state has a preference law: Yes No

9. Open Competition

Where, in these specifications, reference is made to materials, trade names, or articles of certain manufacture, it is done for the purpose of establishing a base of comparative quality type, and style and not for the purpose of limiting competition. Other materials or brands may be accepted if, in the opinion of the State of Iowa, they are equal in quality and of a design in harmony with the intent of these specifications. Samples WILL or MAY be requested to determine acceptance.

Bidder has read and agrees to this section: Yes No

10. Silence of Specification

The apparent silence of these specifications as to any details or the omission from it of a detail description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail, and that only materials and/or workmanship of finest quality shall be used.

Bidder has read and agrees to this section: Yes No

11. Criminal History and Background Information

The Bidder hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for the performance of the Contract.

Bidder has read and agrees to this section: Yes No

12. Insurance

The Contract will require the successful Bidder to maintain insurance coverage(s) in accordance with the contractual provisions. Bidder shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by this Contract. Bidder’s insurance shall, among other things, insure against any loss or damage resulting from or related to Bidder’s performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of the Agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled, reduced or changed without the Agency’s prior written consent. The State of Iowa and Agency shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: “It is hereby agreed and understood that the State of Iowa and the Agency are named as additional insured, and that the coverage afforded to the State of Iowa and the Agency under this policy shall be primary insurance. If the State of Iowa or the Agency have other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer’s liability under this policy shall not be reduced by the existence of such other insurance.” Unless otherwise requested by the Agency, Bidder shall cause to be issued insurance policies with the coverages set forth below:

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

12.1 Certificates of Coverage

At the time of execution of this Contract, Bidder shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Bidder starts work, certifying that said insurance applies to, among other things, the work, activities,

products and liability of the Bidder related to this Contract, certifying that the State of Iowa and the Agency are named as additional insureds on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Agency. All certificates of insurance shall be subject to approval by the Agency. The Bidder shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy. Liability of Bidder Acceptance of the insurance certificates by the Agency shall not act to relieve Bidder of any obligation under this Contract. It shall be the responsibility of Bidder to keep the respective insurance policies and coverages current and in force during the life of this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder. Notwithstanding any other provision of this Contract, Bidder shall be fully responsible and liable for meeting and fulfilling all of its obligations. Acceptance of the insurance certificates by the Department shall not act to relieve Bidder of any obligation under this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder 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 Bidder.

12.2 Waiver of Subrogation Rights

Bidder shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Agency or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Agency. Filing of Claims In the event either the Agency or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Contract, the Bidder shall, at the Agency's request, immediately file a proper claim under such policy. Bidder will provide the Agency with proof of filing of any such claim and keep the Agency fully informed about the status of the claim. In addition, Bidder agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the Agency and the State. Bidder shall pay to the Agency and the State any insurance proceeds or payments in receives in connection with any such claim immediately upon Bidder's receipt of such proceeds or payments.

12.3 Proceeds

In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required, neither the Bidder nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Bidder hereby assigns to the Agency and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Contract.

13. Firm Contract Pricing

Bidder has read and agrees to this section:

Yes No

Any contract that results from this bid will have firm pricing for one year. Requests for increase must be submitted

Bidder has read and agrees to this section:

Yes No

14. Invoicing

All invoicing will be submitted to the attention of "Accounts Payable" and addressed to the facility receiving the goods or services. The State shall pay the Contractor monthly, within the period of time provided for by applicable State statute, after receipt of the Contractor's invoice for the goods and/or services supplied by the Contractor in the prior calendar month. The invoice will be itemized with a description goods or services provided that corresponds directly to a line item on the Contractual Agreement or Master Agreement that results from this RFB.

Each line should also list the quantity, unit of measure, price per unit of measure, line item totals and invoice total. The remit to address on the invoice must match the remit to address that was submitted with registration to do business with the State of Iowa. Payment terms on the invoice must match the payment terms agreed to in the RFB bid submission.

Bidder has read and agrees to this section: Yes No

15. Best and Final Offers

The Issuing officer reserves the right to conduct discussions with Bidders for obtaining “best and final offers.” To obtain best and final offers from Bidders, the Issuing Officer may do one or more of the following: enter into pre-selection negotiations, including the use of an on-line auction; schedule oral presentations; and request revised Bids.

Bidder has read and agrees to this section: Yes No

16. Adjustments in Pricing

Adjustments in pricing shall be at the discretion of the Issuing Officer.

- Original pricing shall remain firm and fixed for at least 365 calendar days after the effective date of the contract.
- Be the result of increases at the manufacturer’s level, incurred after contract commencement date.
- Not produce a higher profit margin than that on the original contract.
- Clearly identify the items impacted by the increase.
- Be filed with State Procurement Coordinator a minimum of 60 calendar days before the effective date of proposed increase.
- Be accompanied by documentation acceptable to the State Procurement Coordinator sufficient to warrant the increase.
- The Adjustment shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- Must not deviate from the contract pricing scheme/methodology.
- During the contract period, any price declines at the manufacturer’s level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.
- During the term of this contract, should the Contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, Contractor shall immediately amend the State contract to provide similar pricing to the State if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the State Procurement Coordinator of any such contracts entered into by Contractor.

Bidder has read and agrees to this section: Yes No

17. Cost

The Bidder shall provide its Bid for the proposed goods and services on **Attachment #2 - Cost Worksheet**.

17.1 Payment Terms

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

What discount will you give for payment in 15 days? _____

What discount will you give for payment in 30 days? _____

Bidder has read and agrees to this section: Yes No

17.2 Pricing

Pricing must include all delivery, packaging and administrative costs including, but not limited to, any US import charges associated with the product. There shall be no minimum order quantities or total order amount required from the agency, by the Bidder. All bid pricing must be rounded to the nearest hundredth (0.00), US currency.

Bidder has read and agrees to this section: Yes No

17.3 Pricing Restrictions

Pricing restrictions shall be disclosed at the time of bid. Bidders with pricing restrictions will be taken into consideration for minimum order quantities or total order amount required from the ordering agency.

Bidder has read and agrees to this section: Yes No

18. Signature

An individual authorized to legally bind the Bidder shall below.

Signature (required)

Title

Date

**Attachment #2
Cost Worksheet**

PROPOSED RATES FOR CUSTODIAL SERVICES

Cost Proposal

Contractor's Cost Proposal shall include an all-inclusive, itemized, total cost in Firm U.S. Dollars based on Net 60 Days Payment Terms. Include any escalation over the course of six years. Price adjustments may be considered once per year one month prior to anniversary month upon request. Price increase shall not exceed 3%. The following template is required. Please use additional pages to provide any additional narrative support for the costing information.

1. Services identified in Section 4.3

Deliverable Item	A. Daily Cost (See Section 4.2.1)	B. Estimated Labor Hours per Day	C. Total Annual Cost (Daily Cost * 254 days)
Civil Engineering Bldg 220 (Appendix A)			
Composite Support Bldg 235 (Appendix B)			
P.O.L. Administration Bldg 240 (Appendix C)			
A.G.E. Hangar Bldg 252 (Appendix D)			
Crew Chiefs Facility Bldg 253 (Appendix E)			
Squadron Operations Bldg 254 (Appendix F)			
Aircraft Maintenance Hangar Bldg 261 (Appendix G)			
Consolidated Support Functions Bldg 265 (Appendix I)			
Headquarters Bldg 269 (Appendix J)			
Main Gate House Bldg 277 (Appendix K)			
Fuel Cell Hangar Bldg 278 (Appendix L)			
Base Supply Bldg 280 (Appendix M)			
Hazardous Storage Bldg 281 (Appendix N)			
Vehicle Maintenance Bldg 283 (Appendix O)			
Security Forces Bldg 284 (Appendix P)			
		Total Annual Cost:	

2. Pricing for services that may be altered or removed from the base services.

Deliverable Item: Line item service cost (service for all 10 facilities). These services may replace or be reduced from the above original services (per section 4.2.1)	
	Monthly Cost
a.1. Rest Room- Clean & fill soap dispensers (1+per day)	
a.2. Rest Room - Clean & fill toilet paper dispensers (1+per day)	
a.3. Rest Room - Clean & fill paper towels dispensers (1+per day)	
a.4. Rest Room - Empty/remove trash from receptacles (1+per day)	
a.5. Rest Room - Pour bucket of water in floor drains (1+per week)	
b.19. Common Area - High Dusting (1+per month)	
b.20. Common Area - Dust windowsills NOT in personal offices	
c.384. Office - Trash ONLY Tuesday & Friday	
c.39. Office - Low dusting (2xper month)	
c.40. Office - Wet clean chair bases (2xper month)	
c.41. Office - High dusting (1 time per month)	
d.46. Kitchenette - Clean and sanitize cupboard fronts (1+per day)	
d.47. Kitchenette - Clean & fill paper towels dispensers – Remove from services	
f.60. Lactation Rooms - Clean and fill soap dispensers- 1 per	
f.61. Lactation Rooms - Clean and fill paper towel dispensers- 1 per day	
Deliverable Item: Additional services (per section 4.2.2)	
	Cost per Sq Ft
Hard Floor Maintenance & Repair (price to square foot). Respondent shall provide a cost per square foot for hard surface floor maintenance, stripping and refinishing upon request. Hard surfaces include: commercial tile, VCT, concrete, terrazzo, and other poured surfaces.	
Carpet Extraction and Cleaning (price to square foot). Respondent shall provide a cost per square foot for pre-spray, brush in shampoo, hot water extract and groom to restore to uniform appearance or clean per carpet manufacturer’s recommendations.	
	Hourly Rate
Vendor temporary employee hourly cost	
Non-vendor temporary employee hourly cost	

Exhibit #1
185th ARW Map

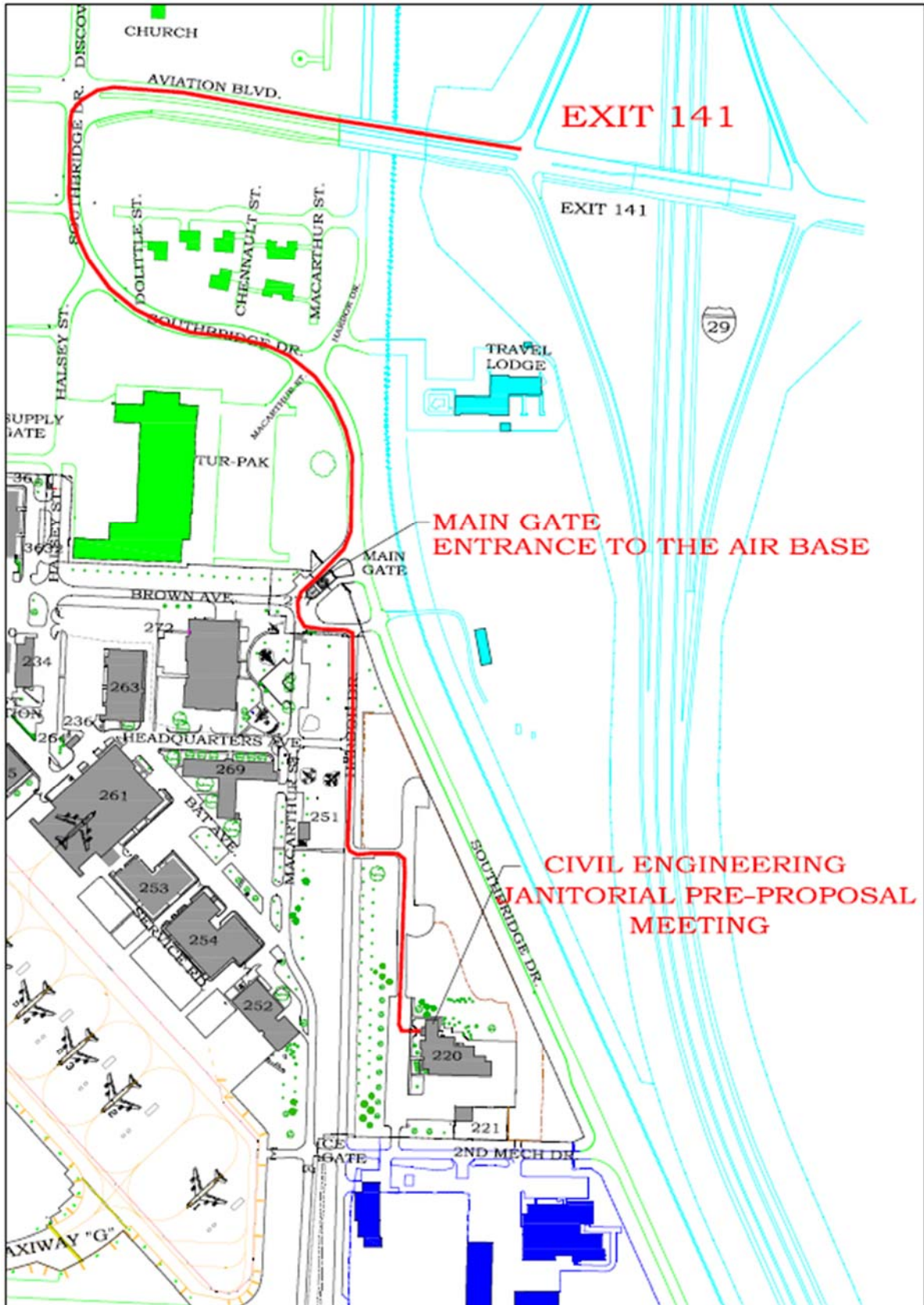


Exhibit #2

Cleaning Schedule (Service Schedule) for ALL Facilities - Task List

Cleaning Schedule (Service Schedule) for ALL Facilities - Task List	Frequency	M	TU	W	TH	F	Wk1	Wk2
RESTROOMS								
Clean & fill soap dispensers	Daily	X	X	X	X	X		
Clean & fill toilet paper dispensers	Daily	X	X	X	X	X		
Clean & fill paper towels dispensers	Daily	X	X	X	X	X		
Empty/remove trash from receptacles. Replace bags	Daily	X	X	X	X	X		
Clean and sanitize toilets	Daily	X	X	X	X	X		
Clean and sanitize urinals	Daily	X	X	X	X	X		
Clean and sanitize sinks	Daily	X	X	X	X	X		
Clean, sanitize and polish metal fixtures	Daily	X	X	X	X	X		
Clean and sanitize counter tops	Daily	X	X	X	X	X		
Clean mirrors and shelves	Daily	X	X	X	X	X		
Clean walls and partitions at urinals	Daily	X	X	X	X	X		
Sweep floors	Daily	X	X	X	X	X		
Wet mop floors	Daily	X	X	X	X	X		
Dust all ledges and window sills	Daily	X	X	X	X	X		
Fill out restroom checklist	Daily	X	X	X	X	X		
Pour bucket of water in floor drains to prevent dry trap	Weekly					X		
Clean and sanitize shower stalls	Weekly				X			
Dust all air grills, vents and ducts	Monthly						X	
Wash toilet stall doors	Monthly							X
Common Areas								
Empty/remove trash from containers, replace bags	Daily	X	X	X	X	X		
Clean and sanitized drinking fountains	Daily	X	X	X	X	X		
Vacuum walk-off mats	Daily	X	X	X	X	X		
Mop/sweep floor areas in all building entrances	Daily	X	X	X	X	X		
Vacuum all open areas and hallways	Daily	X	X	X	X	X		
Dust mop hard surfaces	Daily	X	X	X	X	X		
Damp mop hard surfaces	Daily	X	X	X	X	X		
Clean interior lobby doors	Weekly					X		
Clean entrance door glass	Weekly			X				
Sweep and damp mop or vacuum stairwells	Weekly	X						
Dust handrails and banisters	Weekly	X						
Wet clean trash receptacles to remove stains or spills	Monthly						X	
Dust windowsills NOT in personal offices	Monthly							X
High Dusting	Monthly							X
Wipe cobwebs from walls and ceiling	Monthly							X
Vacuum all edges and corners	Monthly					X		
Dust wall-hung articles in lobby and conference rooms	Monthly					X		
Dust mini blinds	Monthly							X
Dust air grills, vents and ducts	Monthly							X
Kitchenettes / Breakrooms								
Clean and sanitize cupboard fronts	Daily	X	X	X	X	X		
Clean & fill paper towels dispensers	Daily	X	X	X	X	X		
Empty/remove trash from receptacles. Replace bags	Daily	X	X	X	X	X		
Clean, sanitize and polish stainless steel fixtures	Daily	X	X	X	X	X		
Clean and sanitize sinks	Daily	X	X	X	X	X		
Clean and sanitize counter tops	Daily	X	X	X	X	X		
Dust mop hard surfaces	Daily	X	X	X	X	X		
Damp mop hard surfaces	Daily	X	X	X	X	X		
Vacuum all carpeted areas	Daily	X	X	X	X	X		
Clean & fill soap dispensers	Daily	X	X	X	X	X		
Dust air grills, vents and ducts	Monthly							X
Wipe cobwebs from walls and ceiling	Monthly							X
Office Areas O6 and above								
Empty/remove trash and recycle baskets	Daily	X	X	X	X	X		
Vacuum under all desks, computers, tables, and all other furniture in conference rooms, offices and office cubicles	Monthly						X	
Low Dusting of cubicle tops, chair rails chair legs window sills, unoccupied file cabinet tops and empty cubicle desk tops	Monthly						X	
Wet Clean Chair bases	Monthly						X	
High Dusting	Monthly						X	
Wipe cobwebs from walls and ceiling	Monthly						X	
Dust mini blinds	Monthly						X	
Vacuum all edges and corners	Monthly						X	
Clean all interior glass	Monthly						X	
Lactation Room (Bldg 265)								
Clean and sanitize sinks	Daily	X	X	X	X	X		
Vacuum all carpeted areas and any upholstered items	Daily	X	X	X	X	X		
Clean and sanitize all counter areas	Daily	X	X	X	X	X		
Clean and fill soap dispensers	Daily	X	X	X	X	X		
Clean and fill paper towel dispensers	Daily	X	X	X	X	X		
High Dusting	Monthly							X
Wipe cobwebs from walls and ceiling	Monthly							X
Dust mini blinds	Monthly							X
Vacuum all edges and corners	Monthly							X
Clean all interior glass	Monthly							X

Appendices A through P



Appendices A-P.pdf

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please visit the posting at <http://bidopportunities.iowa.gov/>.

The document is saved as a stand-alone attachment.

Iowa Air National Guard's 185th Air Refueling Wing:

- Civil Engineering (Bldg 220) (Reference Appendix A)
- Composite Support (Bldg 235) (Reference Appendix B)
- P.O.L. Administration (Bldg 240) (Reference Appendix C)
- A.G.E. Hangar (Bldg 252). (Reference Appendix D)
- Crew Chiefs Facility (Bldg 253) (Reference Appendix E)
- Squadron Operations (Bldg 254) (Reference Appendix F)
- Aircraft Maintenance Hangar (Bldg 261) (Reference Appendix G)
- Consolidated Support Functions (Bldg 265) (Reference Appendix I)
- Headquarters (Bldg 269) (Reference Appendix J)
- Main Gate House (Bldg 277) (Reference Appendix K)
- Fuel Cell Hangar (Bldg 278) (Reference Appendix L)
- Base Supply (Bldg 280) (Reference Appendix M)
- Hazardous Storage (Bldg 281) (Reference Appendix N)
- Vehicle Maintenance (Bldg 283) (Reference Appendix O)
- Security Forces (Bldg 284) (Reference Appendix P)

**Attachment #3
Certification Letter**

(Date) _____

Evan Schatz, Issuing Officer
Iowa Department of Public Defense
Camp Dodge Joint Maneuver Training Center
7105 NW 70th Ave, Bldg 3465(W-41)
Johnston, IA 50131

Re: RFBMM225820029 - 185 ARW Custodial Services- BID CERTIFICATIONS

Dear Evan Schatz:

I certify that the contents of the Bid submitted on behalf of **(Name of Bidder)** in response to RFBMM225820029 - 185 ARW Custodial Services are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

Certification of Independence

I certify that I am a representative of Bidder expressly authorized to make the following certifications on behalf of Bidder. By submitting a Bid in response to the RFB, I certify on behalf of the Bidder the following:

1. The Bid has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Bid has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Bidder and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

I certify that, to the best of my knowledge, neither Bidder nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a five year period preceding this Bid been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Bid had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to

other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2016)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Bidders to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Bid in response to the (RFB), the Bidder certifies the following: **(check the applicable box)**

- Bidder is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
- Bidder is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in *Iowa Code subsections 423.1(47) and (48)(2016)*.

Bidder also acknowledges that the Agency may declare the Bidder’s Bid or resulting contract void if the above certification is false. The Bidder also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #4
Authorization to Release Information Letter

(Date) _____

Evan Schatz, Issuing Officer
Iowa Department of Public Defense
Camp Dodge Joint Maneuver Training Center
7105 NW 70th Ave, Bldg 3465(W-41)
Johnston, IA 50131

Re: RFBMM225820029 - 185 ARW Custodial Services - AUTHORIZATION TO RELEASE INFORMATION

Dear Evan Schatz:

(Name of Bidder) hereby authorizes the **Iowa Department of Public Defense** ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Bidder in response to RFBMM225820029 - 185 ARW Custodial Services.

The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk.

The Bidder hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Bidder in response to the RFB.

The Bidder authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Bidder's Bid submitted in response to RFB.

The Bidder further authorizes any and all persons, and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Bidder's Bid. The Bidder hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Bidder that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Bidder in response to RFB.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

Signature

Name and Title of Authorized Representative

Date

**Attachment #5
Section 889 Form**



Section 889
Form(blank).pdf

To open the document, double click on the icon.

*If you are unable to access the above inserted file once you have doubled clicked on the icon,
please visit the posting at <http://bidopportunities.iowa.gov/>.*

The document is saved as a stand-alone attachment.

- This form is required by the Federal Government (as the Iowa Department of Public Defense is a recipient of federal funds, this rule also applies to the Agency).
- Section 889 Part B of the FY 2019 National Defense Authorization Act (NDAA) prohibits the Federal Government from entering into, extending, or exercising an option with any vendor who utilizes prohibited telecommunications and video surveillance equipment or services.

**Attachment #6
Exceptions Form**

Please list any and all exceptions (“No” responses) to Attachment #1 Form of Bid in this section. Include number and reason for exception: (Make additional pages if necessary)

NOTE: Exceptions to Contract Terms and Conditions should be submitted in accordance with Attachment #1 Form of Bid item number 2.

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

Attachment #7
Form 22 – Request for Confidentiality
SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR BID. THIS FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM IF NO INFORMATION BID DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM IF THE BID DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

A Bidder not requesting confidential treatment of information contained in its Bid shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Bid.

2. Confidential Treatment of Information is Requested

A Bidder requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Bid as containing confidential information, (3) mark each page upon which the Bidder believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Bidder: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Bidder to respond to inquiries by the Agency concerning the confidential status of such information.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFB. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Bid as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Bidders may not request confidential treatment with respect to pricing information and transmittal letters. A Bidder’s request for confidentiality that does not comply with this form or a Bidder’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Bidder’s Bid as non-responsive. Requests to maintain an entire Bid as confidential will be rejected as non-responsive.

If Agency receives a request for information that Bidder has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Bidder shall, at its sole expense, appear in such action and defend its request for confidentiality. If Bidder fails to do so, Agency may release the information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Bidder fails to comply with the request process set forth herein, if Bidder’s request for confidentiality is unreasonable, or if Bidder rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

Bidder acknowledges that Bid response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this Bid response.

This Form must be signed by the individual who signed the Bidder’s Bid. The Bidder shall place this Form completed and signed in its Bid.

- ***Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.***

_____	_____	_____
Company	RFB Number	RFB Title
_____	_____	_____
Signature (required)	Title	Date

(Proceed to the next page only if Confidential Treatment is requested.)

Part 2 - Confidential Treatment is Requested

The below information is to be completed and signed ONLY if Bidder is requesting confidential treatment of any information submitted in its Bid.

NOTE:

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A BIDDER MAY NOT REQUEST PRICING INFORMATION BE HELD IN CONFIDENCE.**

Completion of the Form and Agency’s acceptance of Bidder’s submission does not guarantee the agency will grant Bidder’s request for confidentiality. The Agency may reject Bidder’s Bid entirely in the event Bidder requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Bid that are improper under the RFB.

Please provide the information in the table below. Bidder may add additional lines if necessary or add additional pages using the same format as the table below.

RFB Section:	Bidder must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Bidder must justify why the information should be kept in confidence.	Bidder must explain why disclosure of the information would not be in the best interest of the public.	Bidder must provide the name, address, telephone, and email for the person at Bidder’s organization authorized to respond to inquiries by the Agency concerning the status of confidential information.

This Form must be signed by the individual who signed the Bidder’s Bid. The Bidder shall place this Form completed and signed in its Bid. A copy of this document shall be placed in all Bids submitted including the Public Copy.

- ***If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Bidder’s submittal to request confidentiality or rejection of the Bid as being non-responsive.***
- ***Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Bid. If signing this Part 2, do not complete Part 1.***

Company

RFB Number

RFB Title

Signature (required)

Title

Date

**Attachment #8
Bid Checklist**

RFP REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
One (1) electronic copy		
One (1) electronic Public Copy with Confidential Information Excised (optional)		
Attachment #1 – Form of Bid		
Attachment #2 – Cost Worksheet		
Attachment #3 - Certification Letter		
Attachment #4 - Authorization to Release Information		
Attachment #5 – Section 889 Form		
Attachment #6 - Exceptions Form, if applicable		
Attachment #7 - Form 22		
Signed Addendums		

Exhibit A
Aerial Photographs

#1

9/2/2021

Google Earth



