

**Iowa State University**  
**Request for Proposal/Quote No. 63817**  
**For**  
**Custodial Services for Iowa State University**  
**Book Store in the Memorial Union**

**Overview and General Information**

1. Introduction Iowa State University of Science and Technology (ISU) is soliciting information from qualified contractors to provide custodial services for the Iowa State University Book Store in the Memorial Union at Iowa State University.

Contractors should read all materials carefully and note the due date.

2. University Representative Contractors must direct all questions and comments in reference to this RFP/RFQ to the University Representative. For this RFP/RFQ, the University Representative is:

Dustin Mohr  
Procurement Agent  
Iowa State University  
1340 Administrative Services Bldg  
2221 Wanda Daley Drive  
Ames, IA 50011-1004  
515-294-4793  
dmohr@iastate.edu

3. Schedule of Events

Activity	Date
Issuance of RFP/RFQ	April 9, 2018
Pre-Proposal Meeting	Monday, April 16, 2018 @ 10:00 AM CT
Deadline for Receipt of Questions	April 23, 2018
Addenda for Questions Posted on ISU Procurement Site	April 26, 2018
<b>Proposals Due</b>	<b>May 4, 2018 @ 3:00 PM CT</b>
*Evaluations Complete	May 11, 2018
Contract Effective Date	July 1, 2018
Optional Contract Renewal Dates	July 1, 2019 and July 1, 2020
Contract End Date <i>Two (2) additional 1-year extensions are optional</i>	June 30, 2021

*\*Indicates projected dates only*

4. Pre-Proposal Meeting There will be a mandatory pre-proposal meeting and site walk-through on Monday, April 16, 2018 @ 10:00 AM CT in Room #0130 in the ISU Memorial Union (enter through the South doors on Lincoln Way). No verbal statements by ISU or its representatives at this meeting will be binding. ISU will post all changes and material clarifications in the form of a written addendum after the meeting (See Map and link to directions in Exhibit 1). Parking is available in the parking garage to the East of the Memorial Union.
5. Contractor Presentations ISU reserves the right to request an on-site presentation/demonstration of the products and proposed relationship offered in response to this RFP/RFQ.

6. Editable Copies of the RFP/RFQ Documents Contractors may request editable copies of the RFP/RFQ document by contacting the University Representative above.
7. Receipt and Opening of Response This RFP/RFQ response is due **May 4, 2018 at 3:00 PM CT** and is required to be combined into a **single pdf file** unless specified in the submittal requirements and shall be submitted in one of the following ways:
- By email at [quotedsk@iastate.edu](mailto:quotedsk@iastate.edu), Subject: RFP/RFQ 63817 OR online submission at <https://www.procurement.iastate.edu/vendors/rfp-rfq-submittal> (*preferred methods*)
  - By paper or electronic copy to Iowa State University, Procurement Services, Attn: Quote Desk--RFP/RFQ 63817, 1340 Administrative Services Building, 2221 Wanda Daley Drive, Ames IA 50011-1004
  - By fax to 515-294-9606, Attn: Quote Desk-- RFP/RFQ 63817
8. Evaluation The evaluation criteria utilized for this RFP/RFQ may be based upon, but not limited to, the following:
- Total Cost to ISU
  - Experience with similar projects
  - Demonstrated Successful performance as evidenced by references
  - Use of green products such as 3M, Spartan, etc

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## Section I - Instructions

1.1	<u>Definitions</u>	[include additional definitions as needed]
	<b>University</b>	University or ISU is Iowa State University of Science and Technology.
	<b>Contractor</b>	Contractor refers to the individual or entity that is proposing or offering to contract for goods or services in the Proposal and is identified in the Acceptance Form.
	<b>Contract</b>	Contract will be an ISU issued purchase order and/or a contractual agreement that would be signed by the awarded contractor and an authorized representative of the University.
	<b>RFP/RFQ Documents</b>	All documents issued or posted to the ISU Procurement Services website that pertain to this RFP/RFQ. This could include original bid documents, addenda, exhibits, plans, etc.
	<b>Proposal</b>	All documents submitted by the Contractor as a response to the RFP/RFQ in accordance with the RFP/RFQ requirements.
	<b>University Representative</b>	University Representative is the individual identified on the Overview and General Information page of this RFP/RFQ.
	<b>Vacuum Carpet Floors</b>	After being vacuumed, the carpeted floor shall be free of all visible litter and soil. Any Spots will be removed as soon as noticed. All tears, burns, raveling, etc., will be brought to the attention of ISU.
	<b>Sweep</b>	After the floor has been swept, the entire floor surface, including corners and abutments, under furniture and radiators shall be free of litter, dust, sand and foreign debris. Chairs and trash receptacles shall be tilted or moved to sweep underneath.
	<b>Wet Mop Floors</b>	All floor areas shall be mopped with the appropriate approved solution at the minimum frequency indicated in the Task Frequency listed in Section II. However, other means of floor cleaning may be substituted by the Contractor, 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 or any evidence of soil stains, film, debris or standing water. There shall be no splash marks, mop streaks, nor buffer damage to furniture, walls, baseboards, nor mop strands or buffer pad particles remaining in the area.
	<b>Clean Marmoleum Floors</b>	The marmoleum floors in the textbook section of the sales floor should be cleaned according to the manufacturer's instructions as attached in Exhibit 4.
	<b>Remove Trash</b>	All waste baskets, sani-boxes and other trash containers within the areas shall be emptied and returned to their initial location. Boxes, cans and papers that are placed near a trash receptacle and marked "TRASH" shall also be removed. Pick up any trash that may fall onto the facility or grounds during the removal of such collected trash. All trash is to be taken to the dumpster located on the dock.

<b>Replace Liners</b>	Replace trash can liners on an as-needed basis.
<b>Low Dusting</b>	After low dusting all dust, lint, litter and dry soil shall be removed from any rails, entrance gates, doors, baseboards, ledges, etc.
<b>High Dusting</b>	After high dusting all dust, lint, litter and dry soil shall be removed from all surfaces about 7'0" from the top of the floor surface. Includes vents, air ducts, pipes, light fixtures, etc.
<b>Clean Interior Glass Surfaces</b>	Interior glass surfaces include windows, doors and mirrors. After glass has been cleaned all traces of film, dirt, smudges, water and other foreign matter shall be removed from frames, casings, sills and glass.
<b>Stripping &amp; Rewaxing</b>	Areas to be stripped and rewaxed should have all movable furniture and equipment moved to allow complete area to be stripped and rewaxed (this does not include the marmoleum floors). (Contractor to notify ISU's representative if any computers need to be moved. It is ISU's responsibility to move them.) Old wax shall be removed from floor surfaces by mopping or scrubbing with a wax removing solution, followed by a clean water mop-rinse. Cleaned floor shall be dry and free of cleaning solution and film before rewaxing. Wax shall be applied in sufficient amount to floor surfaces for a distance of 6" inside baseboards and base of non-movable equipment. The coat of wax shall be allowed to dry before buffing.
<b>Shampoo Carpet</b>	Rugs or carpets shall be cleaned by shampooing. Prior to shampooing rugs or carpets, they shall be brushed against the pile lay to loosen soil and open pile tufts. The loosened soil shall then be removed by vacuuming. Ink, oil or other stains shall be spot cleaned. Shampoo cleaning shall be accomplished using a concentrated detergent solution manufactured for this purpose. The shampooing operation shall be followed by brushing with the pile lay and allowed to dry.
<b>Extraction Process</b>	Carpets shall have deep cleaning extraction process. Prior to extraction process rugs shall be vacuumed to remove loose soil. Ink, oil and other stains shall be spot cleaned. Extraction shall be accomplished using a concentrated solution manufactured for this purpose. The extraction process shall be followed by brushing with a pile lay and allowed to dry.
<b>Walk-Off Mat Cleaning</b>	Walk-off mat or rugs shall be vacuumed to remove soil and grit. Mats/Rugs should be removed, soil and moisture underneath shall be removed, and entrance mats shall be returned to their normal location.
<b>Lavatory Cleaning</b>	Completely damp clean and disinfect all surfaces of toilet bowls, seats, counter tops, and other such surfaces using a germicidal detergent. All metal parts cleaned and polished and free of abrasive or chemical damage. No residue in basins.
<b>Dispensers</b>	Resupply toilet tissue dispensers, towel dispensers and hand soap dispensers and sanitary napkin/tampon dispensers. All should have adequate daily supply and be functioning properly. All dispensers should be wiped clean.

**Completing Work Area**

After is work is completed in an area, furniture shall be properly arranged, lights turned off and doors locked.

**1.2 Inquiries**

- (a) Contractor should direct any inquiries concerning this RFP/RFQ to the University Representative. Contractor may not communicate about the subject of the RFP/RFQ with any other University employee without the permission of the University Representative.
- (b) Oral statements made by the University Representative or other University employees interpreting, correcting, revising or amending the RFP/RFQ documents shall not be deemed part of the RFP/RFQ documents and are not binding. The University Representative shall issue any interpretations, corrections, revisions, and amendments in the form of written addenda, which will be sent to all known recipients of the RFP/RFQ documents. Except for addenda modifying the proposal due date or canceling the RFP/RFQ, such addenda shall be issued so as to be received at least five (5) calendar days prior to the time set for receipt of proposals. All addenda so issued shall become part of the RFP/RFQ documents and shall be acknowledged in the Acceptance Form. University reserves the right to issue an addenda in a shorter time frame if in the best interest of University.

**1.3 Proposal Submission**

- (a) Contractor must read the RFP/RFQ documents in their entirety and comply with the requirements of the RFP/RFQ documents. Contractor must promptly notify the University Representative of any ambiguity, inconsistency or error that Contractor discovers in the RFP/RFQ documents. University may reject proposals that fail to comply with the requirements of the RFP/RFQ documents.
- (b) Contractor must identify on the Acceptance Form all parties who will be involved with performance of the Contract. By submitting the Proposal, Contractor warrants that all such parties have received a copy of the RFP/RFQ documents and that the Proposal is acceptable to these parties.
- (c) Contractor must clearly state in the Exceptions Form any exceptions to or deviations from the RFP/RFQ documents. Exceptions taken to the RFP/RFQ documents may cause the Proposal to be rejected at the sole discretion of University. Any terms in the RFP/RFQ documents to which Contractor does not take exception on the Exception Form shall be binding and any subsequent objections to those terms shall have no effect.
- (d) A representative of Contractor who is authorized to agree to the terms in the RFP/RFQ documents and to offer the pricing and make the representations about Contractor's products and services in the Proposal must sign the Proposal.
- (e) Contractor is responsible for any costs incurred in the preparation and submission of the Proposal and any travel and personnel expenses associated with its on-site presentations or demonstrations or other trips related to the RFP/RFQ. ISU has no responsibility for such costs or expenses even if ISU should elect not to make an award.

**1.4 Withdrawal and Resubmission of Proposals**

- (a) Prior to the date and time designated for receipt of proposals, Contractor may withdraw a Proposal only by submitting written notice to the University Representative. Such notice must be received by the University Representative prior to the designated date and time for receipt of proposals.
- (b) Contractor may resubmit a withdrawn Proposal up to the time designated for receipt of proposals

provided that the resubmitted Proposal complies with the RFP/RFQ documents.

- (c) Contractor may not withdraw its Proposal for a period of ninety (90) calendar days after the time designated for receipt of proposals unless the Proposal contains an obvious and documented error for which it would be a manifest injustice to require the Contractor to perform pursuant to such terms.

#### 1.5 Acceptance of Proposals and Award of Contract

- (a) The RFP/RFQ does not commit University to award a Contract. If University elects to award a Contract, it will do so based on the criteria set forth in the RFP/RFQ documents. University is not required to purchase the lowest priced goods or inferior or substandard goods. University may make multiple awards if University determines it is in its best interest to do so.
- (b) University reserves the right to accept or reject any or all proposals.
- (c) University may request from Contractor additional documents or Proposal clarifications after the due date and time for proposal submission. University may also request Contractor to make an on-site presentation/demonstration. University may reject the Proposal if Contractor fails to provide the additional documents or clarifications or participate in the on-site presentation/demonstration.
- (d) University may waive any irregularities, technicalities, or informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any contractor. University may accept deviations from the specifications in the RFP/RFQ documents if through information submitted or demonstrations University determines that the offered product or service is substantially compliant and would be in University's best interest.
- (e) University may investigate as it deems necessary the ability of Contractor to provide the expected goods or services. University may reject the Proposal if the evidence submitted by, or investigation of, Contractor fails to satisfy the University, in its sole opinion, that Contractor is properly qualified to carry out the obligations specified in the RFP/RFQ documents.
- (f) University will resolve tie proposals that are equal in all respects and tied in price by drawing lots. Whenever practical, the drawing will be held in the presence of the contractors who are tied in price. However, if this is not possible, the drawing will be made in front of at least three (3) persons and said drawing documented.
- (g) Iowa Administrative Code §681-8.1(a) requires University to give a preference to Iowa products and suppliers when, in University's professional judgment, Iowa products can be obtained at equal or less cost and are of equal quality to those products obtainable from out-of-state suppliers. In addition, Iowa Code §73.2 requires all requests for proposals to contain the following language: "By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa."

#### 1.6 Formation of Contract If University elects to award a Contract, it will take one of the following actions in order to form a Contract between University and selected contractor(s):

- (a) Accept a proposal, as written, by issuing a written Notice of Award to selected contractor(s) that incorporates the RFP/RFQ documents by reference and accepts all or selected portions of the selected contractor's proposal. The Notice of Award will be in the form of an ISU-issued Purchase Order and/or contractual agreement which must be signed by an authorized representative of the University and the selected contractor(s). Contractor(s) shall be given twenty (20) days to sign such Contract. Delays in finalizing by a contractor may be viewed as lack of interest by the contractor in servicing the Contract and would be grounds for rejecting that contractor's proposal.

- (b) Enter into negotiations with one or more contractors in an effort to reach a mutually satisfactory Contract that will be executed by both the University and contractor and that will be based on the RFP/RFQ documents, the proposal submitted by selected contractor, any clarification(s) requested by the University and submitted by contractor, except as amended by mutual agreement through the associated negotiations. These negotiations will not include any changes to the pricing structure submitted in the proposal, unless the negotiations change the requirements. Should University and the selected contractor be unable to negotiate a mutually acceptable contract within thirty (30) days of the University initiating negotiations, University shall have the right to reject the selected contractor's proposal and enter into negotiations with another contractor, without penalty or any liability to University.
- (c) Because the University may use the alternative described in (a) above, Contractor shall include in its Proposal all requirements, terms or conditions it may have, and shall not assume that an opportunity will exist to add such matters after the Proposal has been submitted.

#### 1.7 Disposition and Disclosure of Proposals

- (a) Once opened, the Proposal becomes the property of University and will not be returned to the Contractor.
- (b) Until the date of an award of this RFP/RFQ, the Proposal and any other related documents provided by Contractor, including but not limited to, attachments, appendices, and exhibits, shall be treated as confidential to the extent required and permitted under State of Iowa law.
- (c) Iowa Administrative Code §681-8.1(h) requires University to release, if requested, the name of the successful bidder and all other bidders and the amounts bid. In addition, University is subject to the Iowa Open Records Law (Iowa Code Chapter 22). Contractor is encouraged to familiarize itself with the Iowa Open Records Law prior to submitting its Proposal. If Contractor believes that portions of the Proposal or other submitted documents (other than its name and pricing) are confidential under the Iowa Open Records Law, Contractor shall clearly identify those portions in the space provided on the Acceptance Form and indicate the specific provision in the Iowa Open Records Law upon which Contractor relies in determining the identified portion is confidential. Proposals marked entirely confidential or proprietary may be rejected.
- (d) If University receives a request for a portion of the Proposal or other documents that Contractor has identified as confidential, University shall notify Contractor (unless legally prohibited from doing so) and Contractor shall, at its sole expense and in a timely manner, appear before an administrative or judicial authority to obtain an order restraining its release. If Contractor fails to do so, University may release the portions of the Proposal or other documents that Contractor has identified as confidential.
- (e) Failure to properly identify items as confidential on the Acceptance Form and appropriately cite the specific provisions of the Open Records Act relied upon shall relieve University from any responsibility to notify Contractor of a request for those items and from any liability should such items be released.

#### 1.8 Conflict of Interest In order to comply with federal and state laws and regulations, a Contractor who is a "Conflict of Interest Vendor" must have approval from the University Representative prior to submitting its Proposal on this RFP/RFQ. A Contractor is a "Conflict of Interest Vendor" if it is any of the following:

- (a) A paid employee (whether full-time, part-time, hourly, temporary, or student—including a graduate student on assistantship) of University, any other Board of Regents institution or the Board of Regents Office
- (b) A member of the Board of Regents, State of Iowa



- (c) An entity in which any of the above referred persons is a partner or sole proprietor
- (d) An employee of another State of Iowa agency (Iowa Department of Transportation, Department of Administrative Services, Department of Human Services, etc.)
- (e) Any State of Iowa officials, members of the general assembly, or legislative employees

1.9 Independent Price Determination Contractor certifies that in connection with its Proposal:

- (a) Any prices or hourly rates in the Proposal have been arrived at independently, without consultation, communication, or agreement with any competitor for the purpose of restricting competition.
- (b) Any prices or hourly rates which have been provided in this Proposal have not been knowingly disclosed by Contractor, directly or indirectly, to any competitor.
- (c) No attempt has been made by Contractor to induce any other person or entity to submit or not to submit a proposal for the purpose of restricting competition.

1.10 Gratuities The laws of the State of Iowa prohibit a person who is seeking to enter into a contract with University from, directly or indirectly, offering or making a gift to University employee. See Iowa Code §68B.22 for additional information.

1.11 Vendor Registration Contractors ***must*** have a current vendor registration on file prior to receiving an award resulting from an RFP/RFQ. Please visit the vendor registration website (shown below) for instructions on the vendor registration process.

<https://accessplus.iastate.edu/NonAuth/PD10/PD155Vendor.jsp>

## Section II – Scope of Work/Specifications

### 2.1 Sales Floor & Administrative Offices

#### 2.1.1 Daily Cleaning:

- Vacuum carpet floors
- Clean entry mats (mats/rugs should be removed, cleaned underneath and replaced)
- Sweep & wet mop other floors
- Remove trash & replace liners on an as-needed basis – all trash to be taking to the dumpster located on the dock
- Empty recycling bins into larger recycling bin located on the dock
- Clean glass in entrance doors

#### 2.1.2 Once per Month Cleaning:

- High Dusting – vents, air ducts, pipes, light fixtures
- Low Dusting – rails, entrance gates doors, baseboards, ledges
- Clean all glass – inside

#### 2.1.3 Other Cleaning Duties to be performed as needed:

- Spot clean carpet – high traffic areas, spoiled spots, etc.
- Clean trash receptacles
- Spot clean walls
- Clean & sanitize all light switches and doorknobs
- Complete carpet cleaning twice per year (upon request of UBS)
- Strip and reseal sales floor twice per year according to floor manufacturer instructions (upon request of UBS)
- High speed burnish floors twice per year
- Stairway – sweep and pick up debris as needed

### 2.2 Restrooms

#### 2.2.1 Daily Cleaning:

- Clean and sanitize all surfaces including sinks, counter tops, toilets, urinals, partitions
- Clean mirrors
- Remove trash and replace liners on an as-needed basis – all trash to be taken to the dumpster located on the dock
- Dust mop & wet mop floors
- Spot clean walls
- Clean & re-stock all dispensers
- Clean & disinfect door knobs, light switches, etc.

### 2.3 Receiving Area

- Strip and reseal floor twice per year (upon request of UBS) – approximately 4,678 square feet

### 2.4 Cleaning Equipment & Supplies Iowa State University shall furnish the Contracto with the following supplies, and should not be included in the cost of cleaning:

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- 2.4.1 Trash can liners
- 2.4.2 Toilet tissue
- 2.4.3 Hand towels for dispensers
- 2.4.4 Soap for dispensers
- 2.4.5 Sanitary napkins and tampons for dispensers

Contractor shall provide all other cleaning supplies and equipment.

- 2.5 Cleaning Supplies ISU requests that Contractor use green products such as 3M, Spartan, etc. as listed on the Green Seal certified product list at [www.greenseal.org](http://www.greenseal.org). Alternate green products from other approved lists may be considered. ISU will determine if product meets green status. Please include a list of the chemicals you propose to use as Supplement 2 of your RFP/RFQ response.
- 2.6 Use of ISU Facilities Space will be made available for use by the Contractor, without cost, for the purpose of storage of materials and equipment. There is one (1) custodial room, which totals approximately 22 square feet and includes a mop sink and soap dispenser (Ecolab QCCTLSPLYAG). ISU will not be responsible in any way for the Contractor's supplies, materials or equipment stored in the custodial closet, Contractor's employees' personal belongings, or theft, accident or otherwise.
- 2.7 Conditions to be Reported Contractor shall report any circumstances of needed facility repair or unusual soiling of an area, which may affect the performance of the work, and unhealthy or hazardous conditions or any delays or interference with the work cause by the employees of ISU. Such report shall be made to the Owner's Representative immediately upon discovery by Contractor.
- 2.8 Building Finishes Damages due to the Contractor's operations shall be repaired or replaced to a condition not less than that existing immediately prior to the damage and without cost to ISU.
- 2.9 Building Keys & Access Cards ISU will issue the first two (2) keys/access cards to Contractor. Contractor shall be responsible for the keys/access cards and must return them to Facilities Planning and Management at the end of the contract. Contractor will need to pay for each additional card as well as for any lost keys/access cards and re-keying or changing of locks, should the keys/access cards be lost by Contractor or Contractor's employees. Re-keying or changing of locks when commenced will not be stopped in the process should Contractor find the keys/access cards after notifying ISU that they were lost. Access cards are to be issued to an individual employee of the Contractor and may not be shared with others, even other employees. Contractor will be charged \$25.00 for each access card. Key/Access cards must be paid for at ISU's Facilities Planning and Management building and must be paid for via cash or check.
- 2.10 Accessibility to Building Iowa State University's Memorial Union building remains unlocked 24-hours per day.
- 2.11 Background Checks
  - 2.11.1 Contractor shall ensure that no Contractor employee or Subcontractor employee is assigned to perform work at ISU if such employee has been convicted of or pled guilty (including deferred judgement) to any felony involving violence, theft or sex crimes or any misdemeanor crime involving violence or sex crimes. In Contractor believes the timing or circumstances of an employee's conviction or the employee's rehabilitation efforts warrant a waiver of this requirement, Contractor may submit to ISU a written request for such a waiver. ISU shall determine whether to grant such requests in its sole discretion.
  - 2.11.2 Contractor shall develop procedures to comply with this requirement, which at a minimum shall include the following:

- Each employee Contractor assigns to perform work at ISU shall be subject to a criminal background check. This will apply to all subcontractors as well.
- The criminal background check shall be performed by a law enforcement agency or a person, company, or agency that regularly engages in the practice of researching and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties and is accredited by the national Association of Professional Background Screeners (NAPBS).
- The criminal background check shall cover a minimum of seven (7) years prior to the date of assignment of the employee to ISU.
- The criminal background check must have been conducted prior to the date the Contractor assigns the employee to ISU.
- The criminal background check shall include records for any jurisdiction in which the employee has lived and/or worked during the preceding seven year period.
- Contractor shall re-screen all employees assigned to perform work at ISU every two years, provided that the term of this contract is for two years or more or the Contract is renewed such that it is in effect for two years or more.
- Contractor shall obtain any required consent from the employee and shall comply with the Fair Credit Reporting Act as applicable.
- If Contractor has or obtains other criminal background information, including police reports and arrest information, which potentially disqualifies an employee otherwise deemed eligible by Contractor to provide services under this contract, Contractor shall promptly notify ISU.

2.11.3 Contractor shall retain written documentation as proof of compliance with these requirements. An affidavit of compliance will be provided to ISU prior to the award of the contract. Upon reasonable notice, ISU may review such documentation for the purpose of auditing contract compliance.

2.11.4 Background checks shall be considered part of Contractor's overhead or incorporated into the labor rates.

2.11.5 Failure of Contractor to enforce this requirement may be grounds for termination of contract.

## 2.12 Safety

2.12.1 Contractor shall take all necessary precautions for the safety of and shall provide all necessary protection to prevent damage, injury or lost to:

- All employees on the Work and all other persons who may be affected thereby;
- All the Work and all materials and equipment to be incorporated therein, whether in storage on or of the site, under the care, custody or control of Contractor or any of the Subcontractors or Sub subcontractors; and
- Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

2.12.2 Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property to protect them from damage, injury or loss and shall promulgate such safety regulations in the performance of the Work.

2.12.3 Contractor shall comply with all SOHA regulations and furnish employee with proper safety equipment and training. Contractor shall comply with OSHA's Confined Space Permit Entry Program when necessary.

2.13 Cleaning Times ISU requests that the cleaning takes place directly after the offices close at 6:00PM. No cleaning should take place on the sales floor during the operational hours of 7:45AM to 6:00PM. It would be permissible if some of the downstairs cleaning (offices, restrooms) began sometime after 5:00PM. Flexibility to

schedule cleaning around special store events is expected (an example would be Back-to-school in August and January as store is open until 8:00PM).

- 2.14 Employee Supervision ISU expects a supervisor to be on-site during the first week of services to ensure cleaning meets the requirements set forth by UBS. After the first week, ISU expects a supervisor to inspect the work of the employee(s) once per week and to follow up with UBS.
- 2.15 Parking Company can park in the Memorial Union parking ramp on the east side of the building. A vendor permit may be purchased at Contractor's expense from ISU Parking.
- 2.16 Personnel Security Contractor and employees must comply with all security measures utilized or directed by Iowa State University at all times while on the premises. Security cameras will be in use to monitor the building and the Contractor at all times.
- 2.17 Mileage ISU does not pay for mileage. State the bid cleaning fee as an all-inclusive price as Supplement 3 of your RFP/RFQ response.
- 2.18 Term The contract shall begin on July 1, 2018 and extend through June 30, 2019. The contract can be renewed annually for up to two (2) additional years with the written mutual agreement of both parties. Pricing must be firm for the initial term of the contract. Any increases, thereafter, must be given in the form of a written notice and must be requested at least 30 days before any price change can take a effect. One price increase will be allowed per 12 month period. Price increases will be limited to the escalation clause as stated in your returned Supplement 1 – Submittal Requirements.
- 2.19 Iowa State University Holidays Work shall not be required on the following Holidays:
- 2.19.1 4<sup>th</sup> of July Holiday
  - 2.19.2 Labor Day
  - 2.19.3 Thanksgiving Day and the Friday after Thanksgiving
  - 2.19.4 Christmas Eve
  - 2.19.5 Christmas Day
  - 2.19.6 New Year's Eve
  - 2.19.7 New Year's Day
  - 2.19.8 Memorial Day

When periodic service falls on a Holiday, the work shall be accomplished on the day preceding the Holiday.

- 2.20 Emergencies If there is an emergency regarding the building/grounds, Contractor will call 515-294-5100: (i.e. – pipe burst, broken window, etc.). Calls will be answered by ISU Facilities Planning & Management. Alternate number: 515-294-4428 for Department of Public Safety, ISU Police.

### Section III – Submittal Requirements

- 3.1 **Submittal Responses** Complete the following questions/requirements below and return as **Supplement 1** with your RFP/RFQ response. Additional space may be required but responses and information provided should be clearly labeled and concise.[this section is reserved for any short answer questions or tables you would like completed and returned, examples included]

Contractor has provided all parties involved with a copy of the RFP/RFQ?

- ☐ Yes  
☐ No

Contractor agrees to all instructions contained in Section I of this RFP/RFQ?

- ☐ Yes  
☐ No

Contractor can provide the services and can perform as to the expectations and responsibilities outlined in the Scope of Work/Specifications contained in Section II of this RFP/RFQ?

- ☐ Yes  
☐ No

Contractor agrees to all Terms and Conditions of the Contract contained in Attachment A?

- ☐ Yes  
☐ No

- 3.2 **Pricing** Total Annual Cost to ISU \$ \_\_\_\_\_

- 3.3 **Daily Cleaning** How many hours do you estimate for daily cleaning? \_\_\_\_\_

- 3.4 **Escalation Clause** The maximum annual price increase will be no more than \_\_\_\_\_% per year.

#### **Sales and Support**

Time/days telephone support is available \_\_\_\_\_

If on-site support is provided, hours of operation, and where support person would be dispatched from? \_\_\_\_\_

What would be the response time from time of call to time of dispatch to location? \_\_\_\_\_

Name and number of dedicated contact dispatch person? \_\_\_\_\_

#### **References**

Name	Institution/Company	Phone Number and/or Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

#### **Payment Terms** \_\_\_\_\_

*Be certain to state terms of payment. Failure to indicate Contractor terms will mean that, if Contractor submittal is accepted then Iowa State University will apply a five percent (5%) discount for payments made within 15 days of receipt of Contractor invoice in Procurement Services.*

- 3.5 Products Used Please provide the list of products that your Company would use and state whether or not they are Green Products. **Please include as Supplement 2 of your RFP/RFQ Response.**
- 3.6 Additional Value Added Services and Technologies Provide additional information on options for student and personal discounts, services or technologies your company can provide as value added solutions as **Supplement 3 of your RFP/RFQ response.**
- 3.7 Company Uniforms Please describe your company uniforms as **Supplement 4 of your RFP/RFQ response.**
- 3.8 Issues with Performance Describe how ISU should address performance issues with your company (including who to contact and how to contact. **Include as Supplement 5 of your RFP/RFQ response.**

## Section IV – Acceptance Form

The undersigned Contractor, in response to this RFP/RFQ after carefully reviewing all instructions, scope of work/specifications, and terms and conditions contained therein, submits this proposal as an offer to enter into a mutually acceptable contractual agreement with the University. If this proposal is accepted by the University, the Contractor agrees to provide goods and/or furnish services in accordance with this RFP/RFQ.

The undersigned acknowledges receipt of the following Addenda if applicable, which are a part of the contract documents:

\_\_\_\_\_

**All issued Addenda must include an authorized signature and be returned with your RFP/RFQ response.**

The undersigned notes the following sections of this proposal represent trade secrets or proprietary information.

**Note:** Pricing information and other financial offers cannot be considered proprietary information.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned agrees their proposal is an offer to the University that may not be withdrawn for a period of ninety (90) calendar days after the RFP/RFQ due date.

The undersigned hereby certifies by signing below; **(a)** that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; **(b)** that the undersigned has not directly or indirectly induced or solicited any other Contractor to put in a false or sham proposal; **(c)** that the undersigned has not solicited or induced any person, firm, or corporation to refrain from bidding; and **(d)** that the undersigned has not sought by collusion or kickback to obtain any advantage over any other Contractor or over the University.

Legal Business Name: \_\_\_\_\_

Official Address: \_\_\_\_\_  
\_\_\_\_\_

Federal Employment Identification Number: \_\_\_\_\_

State of Iowa Contractors Number (if applicable): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name Printed or Typed: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email \_\_\_\_\_ Date: \_\_\_\_\_



## Section V – Exceptions

List any and all exceptions to this RFP/RFQ in this section. Include page number, section and reason for exception.

**Note:** Attach additional pages if necessary.

**Check one of the following:**

- ☐ Contractor has no exceptions to this RFP/RFQ  
☐ Contractor has the following exceptions to this RFP/RFQ

	<u>Page Number</u>	<u>Section</u>	<u>Exception</u>
1.	<hr/>	<hr/>	<hr/> <hr/>
2.	<hr/>	<hr/>	<hr/> <hr/>
3.	<hr/>	<hr/>	<hr/> <hr/>
4.	<hr/>	<hr/>	<hr/> <hr/>
5.	<hr/>	<hr/>	<hr/> <hr/>
6.	<hr/>	<hr/>	<hr/> <hr/>
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10.	<hr/>	<hr/>	<hr/> <hr/>
11.	<hr/>	<hr/>	<hr/> <hr/>
12.	<hr/>	<hr/>	<hr/> <hr/>
13.	<hr/>	<hr/>	<hr/> <hr/>
14.	<hr/>	<hr/>	<hr/> <hr/>

## **Section VI – Submittal Checklist**

RFP/RFQ responses will not be considered complete unless all items in the check list are provided. See Section III – Submittal Requirements for more detailed information.

- ☐ Section 3.1 – Submittal Responses
- ☐ Supplement 2 – List of Products Used
- ☐ Supplement 3 – Additional Value Added Services & Technologies
- ☐ Supplement 4 – Company Uniforms
- ☐ Supplement 5 – Addressing Issues with Performance
- ☐ Completed and Signed Section IV - Acceptance Form
- ☐ Completed Section V - Exceptions

## Attachment A - Standard Terms & Conditions

1. Assignment This Contract (including any future amendments incorporated into the Contract) may not be assigned, transferred, sold, or subcontracted by Contractor without the prior written consent of the University. Should Contractor be purchased (in whole or in part) by another organization or should Contractor wish to assign, transfer, or subcontract the Contract to another Contractor, University shall have the right to terminate the Contract upon reasonable written notification, without penalty to University.
2. Amendments to the Contract This Contract shall not be changed, modified, altered, or amended in any respect without the written mutual consent of both parties.
3. Indemnification The Contractor shall indemnify and hold harmless the University and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from;
  - (a) The material non-performance, non-compliance or breach with terms and obligations of this Contract.
  - (b) Any negligent or wrongful act or omission of the Contractor or its subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person.

The Contractor's indemnification obligation shall not be limited in any way by any definition or boundary on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation, disability benefits or other employee benefit acts.
4. Immunity from Liability Every person who is party to this agreement is hereby notified and agrees that the University, and its agents, successors, and assignees are immune from liability and suit for or from Contractor's activities involving third parties and arising from this Contract.
5. Severability of the Contract In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, but this Contract shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision of this Contract shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.
6. Governing Law Terms and provisions of this Contract shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Contract resulting shall be instituted in the appropriate court(s) of the State of Iowa.
7. Use of Name or Intellectual Property Contractor shall not use the name or any intellectual property identifying the University, including, but not limited to, any of the University trademarks or logos, or the name of any employees of the University in any publicity, advertisement or endorsement or as a business reference, without the expressed prior written consent of the University.
8. Force Majeure Subsequent to acceptance by the University, neither party shall be liable for damages due to: lightning, fire, explosion, pest damage, strikes or labor disputes of third parties, floods, acts of God, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, fuel

or nergy shortages, acts or omissions of communications carriers, unauthorized use of the products, or other causes beyond the party's reasonable control whether or not similar to the foregoing.

9. Right to Retention University may withhold from payment to Contractor, in such an amount or amounts as may be necessary to cover payments that may be earned or due for justified third party claims associated with labor, services, equipment, or materials furnished and/or product or service not provided or not remedied/cured.
10. Failure to Enforce University shall not be required to enforce any right or remedy available under the Contract; however, if University elects to waive a right or remedy under this Contract, University shall not be precluded from asserting said right or remedy thereafter.
11. Access to Contractor Records/Audits Contractor shall retain all records and documents and shall provide unlimited access, at all reasonable times and upon reasonable notice, to all accounting records and supporting documentation relating to the goods and services furnished during the term of this Contract and for a period of seven (7) years thereafter, unless required to retain for a longer period by state or federal statute. University reserves the right to audit such records and employ the Auditor of the State of Iowa or any other auditor the University deem appropriate to perform an audit of Contractor records. Should such audit disclose incorrect billings or improprieties, University reserve the right to charge Contractor for the cost of the audit and pursue appropriate reimbursement. Evidence of criminal intent will be turned over to the proper authority.
12. Code of Fair Practice Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, sex, pregnancy, disability, genetic information, status as a U.S. Veteran, service in the U.S. Military, sexual orientation, gender identity, associational preferences, or any other classification that deprives the person of consideration as an individual. Contractor shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, age, sex, pregnancy, disability, genetic information, status as a U.S. Veteran, service in the military, sexual orientation, gender identity, associational preferences, or any other classification that deprives the person of consideration as an individual except where it relates to a bona fide occupational qualification. In performance of this Contract, Contractor shall comply with provisions stipulated in Executive Order 11246, or amended by executive order 11375.

In the event of Contractor's noncompliance with the Code of Fair Practice of this Contract or with any of the aforesaid or related regulations, this Contract may be canceled, terminated, or suspended in whole in part and Contractor may be declared ineligible for further agreements with the University. In addition, the University may take any actions or other sanctions as may be imposed or remedies invoked as provided by the Code of Iowa.

13. Gratuities The laws of the State of Iowa prohibit a person who is seeking to enter into a contract with University from, directly or indirectly, offering or making a gift to University employee. See Iowa Code §68B.22 for additional information.
14. Termination – Non-appropriation of Funds Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the Federal government to provide funds or alteration

of the program under which funds were provided, then the University shall have the right to terminate the Contract without penalty by giving written notice documenting lack of funding.

15. Termination This contract may be terminated for any of the following;

- (a) If Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of Contractor's insolvency, then University may, after giving Contractor written notice, terminate this Contract, without penalty to the University.
- (b) If the Contractor has failed to deliver goods or services, has delivered non-conforming goods or services or is otherwise in material breach of this Contract, University shall provide a right to cure notice ("Cure Notice"). University may, within their sole discretion, accept or reject any or all proposed cure actions. If after such notice the Contractor continues to be in default, University may, within their sole discretion, terminate the Contract without any further obligation or penalty and procure substitute services from another source and charge the difference between the contracted price and the market price to the Contractor.
- (c) With the mutual agreement of both parties, the Contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.
- (d) University may terminate this Contract without penalty for any reason by giving a 30-calendar day notice.

16. Taxes University is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employees' wages. University is exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor certifies it is either;

- (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by the Code of Iowa Chapter 423; or
- (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in the Code of Iowa §§ 423.1(47) & (48). The Contractor also acknowledges that the University may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the University or its representative filing for damages for breach of contract.

17. Software Accessibility Software solutions, when provided to the University as a part of this Contract, shall be compliant with Federal statute Section 508 standards and W3C.org Web Content Accessibility Guidelines (WCAG 2.0 Level AA) for accessibility for persons with disabilities for the minimum level of accessibility. Review the links provided for specifics related to these referred to standards and guidelines. WCAG guidelines [www.w3.org/TR/WCAG20/](http://www.w3.org/TR/WCAG20/) and Section 508 [www.section508.gov/](http://www.section508.gov/). University reserves the right to request that the Contractor provide audit and/or test results that document the software's compliance and the testing methodology utilized.

18. Subcontractors Contractor shall be responsible for the acts and performance of any subcontractor that Contractor may engage to fulfill any of its obligations set forth in the Contract. Contractor shall be responsible for payment to all subcontractors and Contractors.

- (a) All services provided for Contractor by a subcontractor shall be pursuant to an appropriate

agreement between Contractor and subcontractor. The Contract shall contain provisions that preserve and protect the rights of the University and require services be performed in accordance with the requirements of the Contract.

- (b) Contractor is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the University. Any subcontractor(s) must have been identified in the Contractor's proposal in response to this RFP or be approved in writing by the University prior to the subcontractor(s) starting work relating to the Contract.

- 19. Targeted Small Business Contractor is encouraged to use certified Iowa Targeted Small Businesses in the performance of this Contract. A report may be requested at the completion of the Contract indicating the extent of Targeted Small Businesses participation.
- 20. Contractor's Responsibility Contractor shall obtain all necessary permits, licenses and other government approvals necessary to perform its obligations pursuant to this Contract, and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any government authority.
- 21. Responsibility for Those Performing the Work
  - (a) Contractor shall be responsible for the acts and omissions of all Contractor's employees and all subcontractors, their agents and employees, and all other persons under contract with Contractor, while performing the duties and responsibilities associated with this Contract.
  - (b) Contractor shall at all times enforce strict discipline and good order among Contractor's employees and shall not employ any unfit person or anyone not skilled in the task assigned.
  - (c) Incompetent or incorrigible employees shall be dismissed from the project by Contractor, when so determined by the University. Dismissed individuals shall be prohibited from being employed or utilized by Contractor as part of the services Contractor provides to the University without the written consent of the University.
- 22. Confidentiality A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission. Confidential Information means any information or data (including without limitation any formula, pattern, compilation, program, device, method, technique, process, or student "education records," including but not limited to Social Security Numbers, records and information protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") records protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and defined in 20 U.S.C. § 1232g(a)(4)(A)(i) or information that is otherwise identified by either party in writing as confidential or is of such a nature that a reasonable person would understand such data and/or information to be confidential) that is disclosed by one party (a disclosing party) to the other party (a receiving party) pursuant to this Agreement, so long as such information is subject to reasonable efforts by the disclosing party to preserve its confidentiality.
- 23. Export Control Contractor shall comply with all U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 774, in the performance of this Contract. In the

absence of available license exemptions/exceptions, Contractor shall be responsible for obtaining the appropriate licenses or other authorizations, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

Prior to disclosing or transferring to the University any hardware, technical data, software or product utilizing any hardware, technical data or software which is subject to export controls under federal law, Contractor shall notify the University in writing of the nature and extent of the export control. University shall have the right to decline any such technical data or product utilizing such data. In the event Contractor sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, University has the right to immediately terminate this Contract.

24. Packaging, Transportation, and Handling All packaging, transportation and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29 CFR 1910.1200, and Iowa Administrative Code.
25. Licensed in Iowa Any Contractor awarded a contract must be licensed to do business in the State of Iowa. ISU reserves the right to waive the license requirement for any state or U.S. territory other than the State of Iowa.
26. Payment Discounts/Invoices Payment discount terms, if part of the contract, should appear on your invoice to insure proper processing. Invoices requesting payment for materials or services provided for the ISU department covered by this contract, shall reference the contract number or Purchase Order (PO) provided and be mailed to the address below: Iowa State University Procurement, 1340 Administrative Services Building Ames, IA 50011-3617 or e-mailed to [invoices@iastate.edu](mailto:invoices@iastate.edu).

## Attachment B – Insurance Requirements

### Insurance and Related Requirements

The Contractor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, ISU shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor arising from Contractor's business operation. The Contractor shall assess its own risk and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

#### Minimum insurance coverages and requirements are as follows:

##### Commercial General Liability

General Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000

##### Automobile

\$1,000,000 combined single limit each accident to include owned, non-owned, hired, or rented vehicles.

##### Umbrella Liability

\$1,000,000 each occurrence/\$1,000,000 aggregate providing excess liability over the General Liability, Auto Liability and Employers Liability.

##### Worker's Compensation and Employer's Liability

Statutory Limits of \$100,000/\$500,000/\$100,000

Worker's Compensation Policy shall include a Waiver of Subrogation in favor of Iowa State University; Board of Regents, State of Iowa; and the State of Iowa. Endorsement form WC 00 03 13 shall be attached to the Certification of Insurance if waiver language is not stated on the actual certificate.

Workers Compensation coverage is required for all personnel working under this agreement for Iowa State University. All of the contractor's employees, partners, members, officers and sole proprietors must be included.

#### Additional Requirements

- The company(ies) providing coverage must be at least A- Class VII rated by A.M. Best Company.
- The State of Iowa; the Board of Regents, State of Iowa; and Iowa State University **must be named as additional insureds** for General Liability and Excess Liability. All legal entities referenced above must be individually listed on the certificate as an additional insured for liability coverage. Additional insured status shall be on a primary and non-contributory basis.

The Policy shall name Iowa State University; the Board of Regents, State of Iowa; and, the State of Iowa as additional insureds with respect to all operations and related work and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. The additional insureds shall be added under CG 2026 endorsement or older edition dates and attached to the certificate of insurance.

- Iowa State University requires occurrence coverage. The certificates should be marked "occurrence." If there is no box marked "occurrence," we require the notation "occurrence form" in the Special Conditions box.
- Contractor must maintain insurance coverage throughout the term of the work. Failure to maintain insurance coverage throughout the term shall be considered a breach of contract.
- All policies must be written on a primary basis, non-contributory with any other insurance and/or any self-insured funds of Iowa State University; State of Iowa; and Board of Regents, State of Iowa.
- Contractor shall require all of its Subcontractors and their respective Sub-subcontractors to carry insurance coverage that meets these same insurance requirements or insure the activities of Subcontractors in the Contractor's own policy.
- All policies and endorsements may not be non-renewed, cancelled or materially changed or altered unless thirty (30) days' advance written notice via certified mail is provided to Iowa State University, Purchasing Department.



**The certificate must be mailed or faxed to:**

Iowa State University  
Purchasing Department  
1340 Administrative Services Bldg.  
2221 Wanda Daley Drive  
Ames, IA 50011-1004  
Phone: 515-294-4860 Fax: 515-294-9606