

# REQUEST FOR BIDS

## RFB COVER SHEET

### ADMINISTRATIVE INFORMATION:

<b>Title of RFB: HVAC Maintenance for IPTV</b>		<b>RFB Number: 0919005088</b>	
<b>Agency:</b> Department of Administrative Services Central Procurement Bureau (DAS CPB)			
Length of initial contract term: 12 months	Number of possible extensions: 5	Available to Political Subdivisions?	Yes
State Issuing Officer: Steve Oberbroeckling Purchasing Agent III Phone: 515-725-2090 E-mail: steve.oberbroeckling@iowa.gov		Mailing Address: Iowa Department of Administrative Services Hoover State Office Building, Level 3 1305 East Walnut Street Des Moines, IA 50319-0105	
<b>PROCUREMENT TIMETABLE—Event or Action:</b>		<b>Date/Time (Central Time):</b>	
State Posts Notice of RFB on TSB website		29 JAN 2019	
State Issues RFB		31 JAN 2019	
RFB written questions, requests for clarification, and suggested changes from Bidders due		04 FEB 2019 / 2:00 PM	
Bids Due		06 FEB 2019 / 2:00 PM	
<b>Relevant Websites:</b>	<b>Web-address:</b>		
Internet website where Addenda to this RFP will be posted:	<a href="http://bidopportunities.iowa.gov/">http://bidopportunities.iowa.gov/</a>		
Internet website where contract terms and conditions are posted <a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf</a> <a href="https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf">https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20goods.pdf</a>			
<b>Firm Bid Terms</b> 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.			
Number of Copies of Bids Required to be Submitted:	Bid: 1 Original		

**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 6.1.

**“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 in hardcopy. 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 4, 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.

**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 Downloading the RFB from the Internet**

The RFB will be posted at <http://bidopportunities.iowa.gov/> and all Addenda will be posted at the website listed on the RFB cover sheet. The Bidder is advised to check the website periodically for Addenda to this RFB, particularly if the Bidder downloaded the RFB from the Internet as the Bidder may not automatically receive Addenda. It is the Bidder's sole responsibility to check daily for Addenda to posted documents.

**2.4 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.

**2.5 Bid Amendment and/or Withdrawal**

The Bidder may amend or withdraw and resubmit its Bid at any time before the Bids are due. The amendment must be submitted on Iowa VSS by the Bidder to the bid and received by the time set for the receipt of Bids.

**2.6 Submission of Bids**

The Agency must receive the Bid at the Issuing Officer's address identified on the RFB cover sheet 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 Respondent.** Bidders sending Bids must allow ample mail delivery time to ensure timely receipt of their Bids. It is the Bidder's responsibility to ensure that the Bid is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Bid. Electronic mail and faxed Bids will not be accepted.

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

**2.7 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.

**2.8 Costs of Preparing the Bid**

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

**2.9 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.

## **2.10 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.

## **2.11 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.

## **2.12 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.

## **2.13 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.

## **2.14 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.

## **2.15 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.

## **2.16 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.

## **2.17 Public Records and Requests for Confidential Treatment**

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

### **2.17.1 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.**

### **2.17.2 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.

### **2.17.3 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.

#### **2.18 Copyrights**

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

#### **2.19 Release of Claims**

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

#### **2.20 Bidder Presentations**

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

#### **2.21 Evaluation of Bids Submitted**

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

#### **2.22 Preference**

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

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

All Bids will be first evaluated to determine if they comply with the bid requirements (i.e. to determine if the Bidder is a Responsible Bidder submitting a Responsive Bid). To be deemed a Responsible Bidder and a Responsive Bid, the Bid must comply with the bid format instructions and answer "Yes" to all parts and include information demonstrating the Bidder will be able to comply with the bid requirements.

#### **2.24 Evaluation Criteria**

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

#### **2.25 Award Notice and Acceptance Period**

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

#### **2.26 Definition of Contract**

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

#### **2.27 Choice of Law and Forum**

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

**2.28 Restrictions on Gifts and Activities**

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

**2.29 Appeals**

Appeals of the Notice of Intent to Award are governed by the Agency's Bidder appeal process. Bidders may obtain information about the appeal process from the Issuing Officer and at Iowa Administrative Code chapter 11-117.

**2.30 Unit Price**

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

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

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

**2.32 Registration**

The successful Bidder will be required to register to do business in Iowa before payment can be made. For Bidder registration documents, go to:

[https://vss.iowa.gov/webapp/VSS\\_ON/AltSelfService](https://vss.iowa.gov/webapp/VSS_ON/AltSelfService)

**2.33 Questions and Requests for Clarification**

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. The questions and requests for clarifications must be received by the Issuing Officer by date identified on cover page. Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.

**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 typewritten on 8.5" x 11" paper.

**3.1.2** The Bid must be sealed in an envelope. If multiple envelopes for each Bid are used, the envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes shall be labeled with the following information:

HVAC Maintenance for IPTV RFB0919005088

Steve Oberbroeckling

Iowa Department of Administrative Services  
Hoover State Office Building, Level 3  
1305 East Walnut Street  
Des Moines, IA 50319-0105

***[Bidder's Name and Address]***

The Lead Agency shall not be responsible for misdirected packages or premature opening of Bids if a Bid is not properly labeled.

**3.1.3** One (1) original, in a sealed envelope, shall be timely submitted to the Issuing Officer.

**3.1.4** 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.

**3.1.5** Bids shall not contain promotional or display materials.

**3.1.6** Attachments shall be referenced in the Bid.

**3.1.7** 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 following documents and responses shall be included in the Bid in the order given below:

**3.2.1 Transmittal Letter (Required)**

An individual authorized to legally bind the Bidder shall sign the transmittal letter. The letter shall include the Bidder's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.21.

**3.2.2 Specifications and Technical Requirements**

The Bidder shall address each requirement in Section 4 of the RFB as provided for in that Section.

**3.2.3 Certification Letter**

The Bidder shall sign and submit with the Bid the document included as Attachment #1 (Certification Letter) in which the Bidder shall make the certifications included in Attachment #1.

**3.2.4 Acceptance of Terms and Conditions**

The Bidder shall specifically agree that the Bid is predicated upon the acceptance of all terms and conditions stated in the RFB. If the Bidder objects to any term or condition, the Bidder must specifically take exception per the RFB Section 6.

**3.2.5 Authorization to Release Information**

The Bidder shall sign and submit with the Bid the document included as Attachment #2 (Authorization to Release Information Letter) in which the Bidder authorizes the release of information to the Lead Agency.



### 3.2.6 Firm Bid Terms

The Bidder shall guarantee in writing the availability of the goods and/or services offered and that all Bid terms, including price, will remain firm a minimum of 120 days following the deadline for submitting Bids.

### 3.2.7 Bid Security

There is no bid bond required by this RFB.

## 3.3 Cost

The Bidder shall provide its Bid for the proposed goods and/or services.

### Payment Terms

Per *Iowa Code § 8A.514* the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor. What discount will you give for payment in 15 days?

### 3.3.1 The Bid shall include the following:

Term contract for HVAC System Maintenance and Service, for IPTV, 6535 and 6450 Corporate Drive, Johnston, IA.

The State intends to award the contract to the lowest responsible responsive Contractor. The contract period shall be for one (1) year, and shall be renewable for up to five additional one-year periods upon the mutual agreement of both parties. A resulting contract may be terminated, at any time, without penalty, by the State of Iowa, for its convenience, upon sixty (60) days prior written notice.

See Appendix A for specifications.

The state of Iowa is exempt from state and local sales and use taxes (including local option). Taxes shall "not" be included in your bid response.

A contractor, who is not registered with the labor commission, as required by chapter 91c of the Iowa code, shall not be given a contract to perform work for the State.

Your contractor registration number: \_\_\_\_\_

Contractor agrees this bid shall remain valid and shall not be withdrawn for a period of 60 calendar days after the date for receipt of bids.

Bid prices shall remain firm the first year of the contract. Price adjustments may be taken into consideration during the annual contract renewal process. An annual review of the Contractors performance is to be conducted and made a part of the contract renewal decision process. Insurance requirements are in Appendix B.

All work performed by Contractors shall be in compliance with the common Lockout/ Tagout Policy.

Acknowledgement of receipt of addenda (if issued):

Addenda        /        /        date    /        /        .

Contractor is to include in their bid submittal work references per Appendix A.

Contractor shall only permit personnel who have 4+ years of very similar work experience, all the proper training, qualifications, certification, license, and authorization, to perform the particular work assigned.

Has Contractor, in the last 3 years had a contract cancelled due to Contractors non-performance?

If yes, provide explanation:

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All work shall comply with the Iowa State Building Code.

The contractor shall conduct its work in strict conformance with all safety and security policies applicable to the respective facility, and all OSHA rules and regulations.

Services rendered pursuant to this contract shall be performed in a professional and workmanlike manner in accordance with the terms/conditions of this bid and with generally acceptable industry standards of performance for this type work and program.

Proposed Monthly cost for preventative maintenance per Appendix A, and bid specifications:

\$ \_\_\_\_\_ per month.

Proposed hourly labor rates for billable (additional) services at Owner's option:

Plumber, apprentice: \$ \_\_\_\_\_

Plumber, journeyman: \$ \_\_\_\_\_

Pipe-fitter, apprentice: \$ \_\_\_\_\_

Pipe-fitter, journeyman: \$ \_\_\_\_\_

Sheet metal, apprentice: \$ \_\_\_\_\_

Sheet metal, journeyman: \$ \_\_\_\_\_

Refrigeration specialist: \$ \_\_\_\_\_

Explanation of overtime (explain additional cost according to time of day, day of week, holiday):

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Percentage Mark-up (on common construction materials as needed, like common wire or conduit) from Contractors cost, \_\_\_\_\_ %.

The State will not reimburse for hotels, or meals. The proposed hourly labor rates must include the costs for truck, travel costs (time and fuel) tools, and common equipment.

## APPENDIX A – SCOPE

### Request for Bids (RFB) 0919005088 HVAC SYSTEM MAINTENANCE AND SERVICE

Services will be provided at two Iowa Public Television buildings located in Johnston, Iowa. The buildings are at 6535 Corporate Drive and 6450 Corporate Drive.

Maintenance Contractor is hereafter referred to as Contractor.

Contractor shall provide mechanical maintenance service per RFB 0919005088. Under this Agreement, the Contractor will:

1. Maintain the mechanical systems consisting of components on schedule A. IPTV will pay for replacing faulty parts on a time and material basis (hourly labor rates by position per bid). As replacement parts are needed, IPTV will decide whether to buy the part through state contracts or through the Contractor. **Chemical testing (analysis) of the system water for proper treatment levels is not part of this contract. ChemTreat will continue doing that.**  
**Repair projects estimated to exceed \$25,000 must be awarded through a separate competitive selection process (cannot be covered under this contract).**
2. Perform preventative maintenance on all components listed in Schedule A , as outlined on Schedule B. The Vendor's proposed "monthly fee" shall cover all labor for preventative maintenance services and all related consumables including belts, pulleys, mounts, sheaves, oil filters, particle filters, motor mounts and vibration pads, mechanical seals, humidifier pots, pump packing, oil, suction filters, and refrigerant. **Replacing and or supplying air filters is not part of this contract.**
3. Keep a log on all equipment showing maintenance performed and other information necessary for understanding of operating condition. Log shall be kept at Iowa Public Television's building.

Preventative maintenance service needs to first and foremost comply with manufacturer's requirements/recommendations including any qualifications the manufacturer makes. IPTV provides Schedule B as the initial proposed guide for service intervals, on approximately the following schedule:

1. Monthly, or, as required by manufacturers' specifications or as recommended by Iowa Public Television (may be a few seasonal variations for a couple types of equipment). As time goes by, Contractor may make recommendations to IPTV regarding adjustments to the schedule.
2. Maintenance on all Variable Frequency Drives shall be semi-annual or as required by manufacturer's specifications and performed by a licensed electrician.

#### PREVENTATIVE MAINTENANCE

Each preventative maintenance call will be scheduled detailing exactly what tasks to perform and special tools and instruments needed to maintain the systems at optimum comfort and efficiency levels. Contractor shall submit with his bid, data that indicates the use of a uniform and detailed method by which preventive maintenance tasks are defined, scheduled, recorded, updated and processed. The contracting company's preventive maintenance program shall be computer generated, based on run time, manufacturer's recommendations, and a historical data bank of similar equipment. Simple computer based, run time only, or hand scheduled programs, are not acceptable. After each service call, a service report shall be left with the owner, detailing work accomplished. The State of Iowa will be the owner of the preventative maintenance data.

#### GENERAL REQUIREMENTS

The successful bidder's company shall have a minimum of five (5) years' experience in maintaining a full service contract of similar size and scope, or larger.

A tour of the facility may be arranged for those interested.

Contractor shall only permit personnel who have the proper training, qualifications, certification, license, and authorization to perform the particular work assigned.

**Use of Third Parties/Prime Contractor Responsibilities.** Iowa public Television (IPTV) acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor's obligations under this Contract. All subcontracts shall be subject to advance written approval by the IPTV. The Contractor may enter into these contracts to complete the work provided that the Contractor remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Contractor under this Contract shall also apply to subcontractors. The IPTV shall consider the Contractor to be the sole point of contact with regard to all matters related to this Contract and is not required to initiate or maintain contact with any subcontractor. IPTV may choose to deny use of any specific third party contractor at IPTV's sole discretion, in which case the Contractor must obtain a different third party contractor.

The Contractor shall have the expertise, license, skills, experience, resources, personnel, test equipment, tools, and abilities to maintain the HVAC system at IPTV, in good working order.

## **SUBMITTALS**

The Contractor shall include in their bid submittal:

1. An overview of their Company, and a detailed description of the current service operation.
2. A minimum of 3 references with contracts of similar scope and size that are presently being performed. Include the Company name, address, owner representative, title, phone number, length of contract, and tonnage of the refrigeration system maintained.
3. The name, title, function, location, years in the field of equipment maintenance, years with the Contracting Company, and qualifications of all the service personnel that may be assigned.
4. The name, title, function, location, years in the field of HVAC maintenance, years with the Contracting Company and qualifications of supervisory and management personnel.
5. The successful Bidder will be required to register to do business in Iowa before payment can be made. For vendor registration documents, go to: <https://das.iowa.gov/procurement/vendors/how-do-business>

## **EVALUATION OF BIDS**

- A. Bids shall be evaluated on a variety of factors in addition to cost, such as Contractor's skills, abilities, experience, expertise, financial stability, and references. A pass/fail will be determined on the Contractor's qualifications at the sole discretion of the State. Once the Contractors' Qualifications are deemed acceptable the bids will be compared on cost. For cost evaluation purposes, we will annualize the monthly cost and add to that 80 hours of labor for refrigeration specialist, 16 hours for plumber (average of 2 levels), 4 hours pipe-fitter (average), and 4 hours sheet metal (average). The Contractor with the lowest sum will be deemed lowest cost. So be sure to include labor rates for all positions on the RFB, otherwise we won't be able to calculate your total cost and we will have to declare your bid non-responsive. The State intends to award a contract to the lowest responsible responsive Contractor.
- B. Bid submittals which are incomplete or vague may be rejected.

## SPECIAL TERMS AND CONDITIONS FOR CONTRACTOR GENERAL PROVISIONS

All planned maintenance service under this agreement will be performed during normal working hours.

Client (IPTV) will provide reasonable means of access to all equipment covered by this agreement. Contractor will be free to start and stop all primary equipment incidental to the operation of the mechanical systems as arranged with client's representative.

**Force Majeure.** Neither Contractor nor the IPTV shall be liable to the other for any delay or failure of performance of this Contract; and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure".

**Amendments to Scope of Services and Specifications.** The parties agree that the Schedules, Scope of Services, and the specifications, may be revised, replaced, amended or deleted at any time during the term of this Contract to reflect changes in service or performance standards upon the mutual written consent of the parties.

**Industry Standards.** Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and with generally acceptable industry standards of performance for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard. As long as Iowa Public Television notifies Contractor promptly of any services performed in violation of this standard, Contractor will re- perform the services, at no cost to IPTV, such that the services are rendered in the above-specified manner.

**Non-Exclusive Rights.** This Contract is not exclusive. The IPTV reserves the right to select other Contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection, or initial seasonal startup, repair charges will be submitted for approval. Should these restoration/repair charges be declined, those non-maintainable items will be eliminated from the program and the agreement price adjusted accordingly.

It is understood that the repair, replacement, and emergency service provisions apply only to the systems and equipment covered by this agreement. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, shell, unit cabinets, insulating material, electrical wiring, structural supports, and other non-moving parts, is not included under this agreement.

Valve maintenance and repair is included in this agreement but only on a time and material basis (not to be included in monthly cost).

Contractor will not be responsible for making repairs or replacements necessitated by reason of negligence or misuse of the equipment by others or by reason of any other cause beyond owner's control except ordinary wear and tear.

1. Contractor guarantees two (2) hour response time, 24 hours per day, 7 days a week, 365 days per year due to the critical nature of technical equipment overheating. If this technical equipment is shut down IPTV could be shut down across the state. Failure to respond within two hours on more than one occasion is just cause for cancellation of this contract. After hours, emergency service response system shall be professionally staffed telephone answering service. Automatic telephone answering/recording machines, or home telephone numbers are not acceptable. A texting or emailing system will be made available to the contractor that will send data from the control system to the contractor. IPTV is also exploring options where the contractor may have access to the control system via the internet.

LIQUIDATED DAMAGES: Failure to respond within the two hour response time will be just cause for the owner(IPTV) to charge the contractor at the rate of one thousand dollars (\$1,000.00) per hour or any portion of

an hour thereof. These liquidated damages are agreed to in advance as reasonable and are not construed as a penalty.

2. Contractor will stock critical consumables in the Des Moines vicinity (estimated value less than \$2,000).
3. All refrigerant that is required shall be provided by the Contractor.
4. All consumables and parts must be OEM or equivalent, new, or rebuilt if warranty is same.
5. All parts and labor shall be warranted to be free of defects of materials and workmanship through normal use for a period of one year or the manufacturer's standard warranty, whichever is longer.
6. All Glycol that is required shall be provided by IPTV.
7. Regarding Metasys control system, the Contractor will not be expected to program the system or change the program.

Contractor will be expected to have a working knowledge of the system to correct problems, such as trips.

Contractor is required to participate in the timely correction of problems on all control systems at IPTV.

8. Billable labor (outside of the monthly fixed cost, for scheduled preventative services), and billable common construction material must be itemized (for labor, hourly rate by position and number of hours) so it is in harmony with the hourly labor rates, and percentage mark-ups for common construction materials, which will be shown in the contract.
9. The alarms that go out to the email/text system are problem/failure alarms and will require Contractor service personal dispatch. Other alarms that are not problem failure do not go out the email/text system and Kyle Knee or designate will dispatch contractor in the A.M. on these. The Contractor will perform the primary monitoring of failure alarms. The Contractor will respond to the failure alarms. The alarms are set up for early response to prevent equipment damage. Please see page 3 (#1) of Appendix A for required response times. IPTV will show the Contractor's tech how to re-set Metasys, then that activity (re-sets) will be Contractor's responsibility. Media can be both email and text.

**SCHEDULE "A"**  
**EQUIPMENT**

<b>EQUIPMENT</b>	<b>SIZE</b>	<b>QTY</b>	<b>MANUFACTURER</b>	<b>MODEL/SERIAL NUMBER</b>	<b>LOCATION</b>
Boiler	1,100,000 Btu/hr	2	Camus	DFNH-1101-MGI	Boiler Room
Hot water Circulating Pumps	1/3 HP	2	Bell-Gossett	M80121 E90	Boiler Room
Hot water Circulating Pump	5 HP	2	Taco	FI1505E2DAH1L	Boiler Room
By-Pass Feeder	2 Gallon	1	Neptune	DBF-2HP	Boiler room
AHU # 1 & # 2	20 HP	2	Climate Craft	CAH60X90E	Penthouse
Variable Frequency Drive		2	ABB	#1 s/n 2120402742 #2 s/n 2120402773	Boiler Room
AHU #3	2HP	1	McQuay		ScreenShop
AHU #4	1.5HP	1	McQuay		Penthouse
Chromalox Heater		1	Chromalox		Satellite
Chromalox Heater		1	Chromalox		Tower Building
Air Cooled Condensing Unit		1	Carrier	38EN024310	Tower Building
Fan Coil Unit		1	Carrier	40AQ024300BU	Tower Building
Air Cooled Condensing Unit		1	Lennox	HS-18-413-5Y	Satellite
Fan Coil Unit		1	Lennox	CBS18-41-3P	Satellite
Humidifiers		2	Carnes		Penthouse
Cabinet Unit Heater		ALL			Building
Exhaust Fans		ALL			Building
Air Compressor		1	Quincy	325 13	Penthouse
Air Compressor		1	Johnson Controls	234	Penthouse
Air Dryer	1/5 HP	1	Johnson Controls	A-4210-1	Penthouse
Air Dryer		1	Arrow	A-25	Penthouse
Terminal VAV Boxes		ALL (SEE ATTACHED LIST FOR LOCATIONS)			Building
Air Condition Unit	3-Ton	1	Trane	Model TCCO36F400BA SN- KO4152783 (Computer room)	Rooftop
Air Condition Unit		1	Trane	TSC036A4EOA210 S/N#619102910L (Computer room)	Rooftop
Variable Frequency Drive	20 HP	2	Yaskawa	E7CVB027C S/N 4W10124780001 S/N 4W10124780002	Penthouse
Air cooled Condensing Units	5-ton	2	Liebert	ET060SRAEAT9332 #A S/N N08GH50088 #B S/N N08GH50089	Fly Wheel Room
<u>And all associated supply fan, return fan, condenser fans, fan blades, motors, compressors, belts, lubricants, refrigerants, pulleys, bearings, safety controls, high limits, low limits, etc.</u>					

**SCHEDULE "A" (Continued)**  
**EQUIPMENT**

<b>EQUIPMENT</b>	<b>SIZE</b>	<b>QTY</b>	<b>MANUFACTURER</b>	<b>MODEL/SERIAL NUMBER</b>	<b>LOCATION</b>
Motor main building return fan	40 HP	1	Baldor EM2539T	S/N Z0909281571	Penthouse
Motor main building supply fan	60 HP	1	Baldor EM2547T	S/N Z0910080796	Penthouse
Variable Frequency Drives	40 HP	2	ABB	RF1-A S/N2095201786 RF2-B S/N 2095201792	Penthouse
Variable Frequency Drives	60 HP	2	ABB	SF1-A S/N 2095201807 SF2-B S/N 2095201798	Penthouse
Air-Cooled Chillers	47.9 tons	2	Motivair	MPC-FC 7200 S/N X10T116 S/N X10T1167	Rooftop
Glycol Feed System	50 Gallon	1	J.L. Wingert Co.	GL-50-E1 S/N	Penthouse
Dwell Tank	1000 Gallons	1	Reco	S/N 2012	South side of Building
Air cooled condensing Units	7.5 ton	4	York	D3CG090N16525F S/N NLEM124882 S/N NLEM124880 S/N NBFM019144 S/N NBFM019142	Roof top (6535)
Electronic Pressure Independent Valve	2.5 inch	2	Belimo	Model #6250S-127 S/N 2433 S/N 2460	Penthouse AHU 1 AHU 2
Hydronic Unit Heaters		2	Reznor	Model# W544/62 S/N 0909306989 S/N 0909306988	Penthouse
Flow Meter	6 inch	1	Onicon	Model# F-3106-111 S/N 38N8342	Penthouse
<u>And all associated supply fan, return fan, condenser fans, fan blades, motors, compressors, belts, lubricants, refrigerants, pulleys, bearings, safety controls, high limits, low limits, etc.</u>					



**SCHEDULE "B"**  
**PREVENTATIVE MAINTENANCE SCHEDULE**

**BOILER:**

Boilers and associated components must be maintained according to manufacturer's specifications. Please see the Camus Hydronics LTD Installation Operation and Service Manual, Part 1 and Part 2. The S12 Stg-Mod Controller Operating Manual has also been included.

In addition:

1. Visually inspect boiler pressure vessel for possible leaks and record condition once a year.
2. Disassemble, inspect and clean low-water cutoff once a year.
3. Check hand valves and automatic feed equipment once a year. Repack and adjust as required.
4. Check fuel piping for leaks and proper support twice a year.
5. Check fuel supply twice a year.
6. Start burner, check operating controls twice a year. Test safety controls and pressure relief valve twice a year.
7. Log all operating conditions.

**AIR-COOLED CONDENSING UNITS:**

1. Review manufacturer's recommendation for startup.
2. Energize crank case heater per manufacturer's recommendation for warm-up twice a year.
3. Remove all debris from within and around unit twice a year.
4. Visually inspect for leaks twice a year.
5. Check belts, pulleys and mounts monthly. Replace and adjust as required.
6. Lubricate fan and motor bearings per manufacturer's recommendation.
7. Inspect electrical connections, contactors, relays and operating/safety controls once a year.
8. Check motor operating conditions once a year.
9. Check and clean fan blades as required.
10. Check and clean coil as required. Straighten fins as required.
11. Check vibration eliminators once a year. Replace or adjust as required.
12. Check compressor oil level, acid test oil and meg hermetic motor per manufacturer's recommendation. Change oil and refrigerant filter drier as required.
13. Check and test all operating and safety controls once a year.
14. Check operating conditions monthly. Adjust as required.
15. Repair any leaks and replace refrigeration as required.

**FAN SYSTEMS:**

1. Check and clean fan assembly twice a year.
2. Lubricate fan bearings per manufacturer's recommendations.
3. Lubricate motor bearings per manufacturer's recommendations.
4. Check belts and sheaves four times a year. Replace and adjust as required.
5. Tighten all nuts and bolts annually.
6. Check motor mounts and vibration pads twice a year. Replace and adjust as required.
7. Check motor operating conditions twice a year.
8. Inspect electrical connections and contactors annually.
9. Lubricate and adjust associated dampers and linkage twice a year.
10. Check fan operation monthly.
11. Clean outside air intake screen annually.
12. Check and clean drains and drain pans monthly.
13. Check and clean strainers, check steam traps and hand valves twice a year.
14. Check filter advancing mechanism. Lubricate and adjust as required.
15. Check heating and cooling coils annually.

16. Clean coils as needed (seasonal variation, figure at least 6 times per year) to maintain efficiency.
17. Check operation of variable frequency drives and calibrate once per year.
18. Start capacitor or capacitors

#### **WATER CIRCULATING PUMPS:**

1. Lubricate pump bearings per manufacturer's recommendations.
2. Lubricate motor bearings per manufacturer's recommendations.
3. Tighten all nuts and bolts twice a year. Check motor mounts and vibration pads twice a year
4. Visually check pump alignment and coupling twice a year.
5. Check motor operating conditions annually.
6. Inspect electrical connections and contactors annually.
7. Check and clean strainers and check hand valves annually.
8. Inspect mechanical seals annually. Replace as required. Or inspect pump packing annually. Replace and adjust as required.
9. Verify gauges for accuracy annually.

#### **CABINET UNIT HEATERS:**

1. Brush and vacuum coil, fan and housing as required.
2. Lubricate fan and motor bearings per manufacturer's recommendations.
3. Check belt and sheaves twice a year. Replace and adjust as required.
4. Check and clean strainers twice a year.
5. Inspect electrical connections, contactors, relays and operating/safety controls annually.
6. Check unit operation twice a year. Adjust as required.

#### **TERMINAL BOXES-VARIABLE AIR VOLUME:**

1. Inspect box for ductwork connection annually.
2. Lubricate and adjust dampers and linkage twice a year.
3. Verify calibration twice a year.

#### **ELECTRIC HUMIDIFIERS (2):**

1. Visually check for leaks twice a year. Tighten connections.
2. Check and clean strainers monthly when running.
4. Check operating safety devices twice a year.
5. Replace "pots" as required.

#### **BUILDING CONTROL SYSTEMS:**

1. Contractor shall have a working knowledge of all control systems at IPTV and have necessary tools and equipment to maintain and correct problems in a timely manner.
2. IPTV has an agreement with Johnson Controls to ensure systems receive upgrades four times a year. Contractor shall work with Johnson Controls as needed.

#### **AIR COMPRESSORS (2):**

1. Drain tank and check traps four times a year.
2. Change oil and check oil pressure twice a year.
3. Check belt and sheaves monthly and change as required.
4. Change suction filter as required.
5. Check unloader and check valve twice a year.
6. Check high-pressure safety valve twice a year.
7. Check motor operating conditions and lubricate four times a year.
8. Check PE switch, starter and alternator annually.

**REFRIGERATED AIR DRYERS (2):**

1. Check refrigerant pressure annually.
2. Check refrigerant temperature annually.
3. Clean condenser and cover grills annually.
4. Check drain tap and bypass valves annually.

**FILTER AND PRESSURE REDUCING STATION:**

1. Check particle filters annually and change as required.
2. Check oil filter annually and change as required.
3. Check pressure reducing valve settings annually.

**BOILER, CHILLER, CONVERTOR, PUMPS AND ZONE CONTROL:**

1. Calibrate all controllers per manufacturer's recommendations.
2. Calibrate all transmitter and receiver gauges per manufacturer's recommendations.
3. Check all PE switches per manufacturer's recommendations.
4. Check all control valves per manufacturer's recommendations.
5. Check all pilot positioners per manufacturer's recommendations.
6. Check all auxiliary control devices per manufacturer's recommendations.

**FAN SYSTEMS AND HVAC UNIT CONTROLS:**

1. Review sequence of operation per manufacturer's recommendations.
2. Check all dampers and lubricate per manufacturer's recommendations.
3. Check pilot positioners per manufacturer's recommendations.
4. Calibrate all control valves per manufacturer's recommendations.
5. Calibrate all controllers per manufacturer's recommendations.
6. Calibrate all transmitters and receiver gauges per manufacturer's recommendations.
7. Check all solenoid air valves, PE switches and air valves per manufacturer's recommendations.
8. Check all auxiliary control devices per manufacturer's recommendations.
9. Clean/wipe down panel face per manufacturer's recommendations.

**ROOM-TERMINAL UNIT CONTROLS:**

1. Check all room status and calibrate twice a year.
2. Check all control valves twice a year.
3. Check operation of all VAV boxes twice a year.
4. Check operation of all dampers and lubricate twice a year.
5. Check all PE switches, solenoid air valves and limit controls twice a year.
6. Check operation of all auxiliary devices twice a year.

**VARIABLE FREQUENCY DRIVE (ALL):**

1. Clean unit cabinet per manufacture's requirements.
2. Clean and tighten all electrical connections per manufacture's requirements.
3. Visually inspect all wiring per manufacture's requirements.
4. Check circuit boards and wiring per manufacture's requirements.
5. Clean cooling fan and verify proper operation per manufacture's requirements.
6. Check all indicator lights per manufacture's requirements.
7. Verify proper system operation per manufacture's requirements.

End

**VAV BOX LOCATIONS  
FAN POWERED BOXES W / HEAT**

<u>LOCATION</u>	<u>AREA SERVED</u>
<u>1. ROOM 1109</u>	<u>ADMINISTRATION</u>
<u>2. ROOM 1116</u>	<u>BOARD ROOM</u>
<u>3. ROOM 1125</u>	<u>SOUTH CONFERENCE ROOM</u>
<u>4. ROOM 1127</u>	<u>DEVELOPMENT/ENGINEERING</u>
<u>5. ROOM 1128</u>	<u>TAPE LIBRARY</u>
<u>6. ROOM 1154</u>	<u>TECHNICAL SHOP</u>
<u>7. ROOM 1157</u>	<u>LUNCHROOM</u>
<u>8. ROOM 1169</u>	<u>ELECTRONIC FIELD PRODUCTION</u>
<u>9. ROOM 1170</u>	<u>TEACHER GUIDE STORAGE</u>
<u>10. ROOM 1173</u>	<u>SCENE SHOP</u>
<u>11. ROOM 1190</u>	<u>DRESSING ROOM #3 (BOX LOCATED IN LOBBY)</u>
<u>12. ROOM 1194</u>	<u>AUDITORIUM WOMENS RESTROOM (BOX LOCATED IN LOBBY)</u>
<u>13. ROOM 1195</u>	<u>DRESSING ROOM #2</u>
<u>14. ROOM 1197</u>	<u>ICN FILE ROOM</u>
<u>15. ROOM 1199</u>	<u>ICN</u>
<u>16. ROOM 1200</u>	<u>WOMENS RESTROOM #1</u>
<u>17. ROOM 1201</u>	<u>DRESSING ROOM #1</u>
<u>18. ROOM 1210</u>	<u>GREEN ROOM</u>
<u>19. PENTHOUSE</u>	<u>DIRECT TV ROOM</u>

## APPENDIX B – INSURANCE

### Request for Bids (RFB) 0919005088

#### Insurance Requirements.

The Contractor shall maintain in effect, with insurance companies of recognized responsibility, at its expense, insurance covering its work of the type and in amounts required by this Contract. The Contractor's insurance shall, among other things, insure against any loss or damage resulting from the Contractor's performance of this Contract. All such insurance policies shall remain in full force and effect for the entire life of this Contract and shall not be canceled or changed except after thirty (30) days written notice to the Owner.

#### Amounts of Insurance Required.

Unless otherwise requested by the Owner, the Contractor shall, at its sole cost, cause to be issued and maintained during the entire term of this Contract not less than the insurance coverage's set forth below, each naming the State of Iowa and the Owner as additional insured or loss payee, as applicable:

TYPE OF INSURANCE	LIMIT	AMOUNT
General Liability, Bodily Injury and Property Damage (including contractual liability)	General Aggregate	\$2 Million
	Prod./Comp. Aggregate	\$1 Million
	Personal Injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$3 Million
	Aggregate	\$3 Million
Workers Compensation and Employer Liability	As required by Iowa law	As required by Iowa law

**Certificates of Coverage.** Certificates of the insurance described above shall be submitted to the Owner before starting any construction activities and shall be subject to approval by the Owner. The Contractor shall provide certificates for the insurance required. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days prior written notice to the Contractor. Upon receipt of any notice of cancellation or alteration, Contractor shall within ten (10) days procure other policies of insurance, similar in all respects to the policy or policies, about to be canceled or altered, and, if the Contractor fails to provide, procure, and deliver acceptable policies of insurance, or satisfactory evidence thereof, in accordance with the terms hereof then, at the Owner's option, Owner may obtain such insurance at the cost and expense of Contractor, without the need of any notice to Contractor.

**No Limitation of Liability.** Acceptance of the insurance certificates by the Owner shall not act to relieve the Contractor of any obligation under this Contract. All insurance policies and certificates shall be issued only by companies authorized to transact business in the State of Iowa. It shall be the responsibility of the Contractor to keep the respective insurance policies and coverage's current and in force during the life of this agreement.

**4.1 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.

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

All Bids will be first evaluated to determine if they comply with the Mandatory 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 all parts of *Section 4* and include supportive materials demonstrating the Bidder will be able to comply with the Mandatory Requirements in *Section 4*.

**4.3 Preferences**

**4.3.1 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.

**4.3.2 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.

**4.4 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.

## 5.1 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 bid by the Bidder.

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

## 5.2 Contract Length

The term of the contract will begin and end on the dates indicated on the RFB cover sheet.

The Lead Agency shall have the sole option to renew the contract upon the same or more favorable terms and conditions for up to the number of annual extensions identified on the RFB cover sheet.

### 5.3.1 Claims Provision

All insurance policies required by this Contract must provide coverage on an "occurrence basis" for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

### 5.3.2 Liability of Contractor

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

**Attachment #1  
Certification Letter**

(Date) \_\_\_\_\_

Steve Oberbroeckling, Issuing Officer  
Iowa Department of Administrative Services  
Hoover State Office Building, Level 3  
1305 East Walnut Street  
Des Moines, IA 50319-0105

Re: RFB0919005088 - BID CERTIFICATIONS

Dear Steve:

I certify that the contents of the Bid submitted on behalf of **(Name of Bidder)** in response to **Iowa Department of Administrative Services** for RFB0919005088 for HVAC Maintenance for IPTV 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 #2**  
**Authorization to Release Information Letter**

(Date) \_\_\_\_\_

Steve Oberbroeckling, Issuing Officer  
Iowa Department of Administrative Services  
Hoover State Office Building, Level 3  
1305 East Walnut Street  
Des Moines, IA 50319-0105

Re: RFB0919005088 - AUTHORIZATION TO RELEASE INFORMATION

Dear Karl:

**(Name of Bidder)** hereby authorizes the **Iowa Department of Administrative Services** ("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 RFB0919005088.

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 #3**  
**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