

005-RFB-2586-2026 – Water Treatment Chemicals and Services for Capitol Complex

SECTION 1 - INTRODUCTION

1.1 Purpose

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

1.2 Request for Bid (RFB) Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3 Contract Term

The term of the contract will begin 07/01/2026 and end on 06/30/2027.

The Agency shall have the sole option to renew the contract upon the same or more favorable terms and conditions for up to Five (5) annual extensions. The resulting contract will be available to all State Agencies.

1.4 Background Information

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

The State of Iowa is seeking bidders to provide Water Treatment Chemicals and Services to the Capitol Complex.

The goal is to maintain a high-quality chemical treatment and service program to maintain peak operating efficiencies and minimize maintenance and equipment replacement. Service program shall minimize corrosion, fouling, and biological growth in the steam and chilled water systems on the Capitol Complex with safe application systems and environmentally friendly products. Bidder is to provide all chemicals, training, equipment, and testing supplies, including water sampling and analysis and water testing kits.

The water treatment chemicals and services are for various equipment located at the Central Energy Plant, Historical Building, Oran Pape, Iowa Utilities Board, and the Iowa Laboratory Facilities in Ankeny (Iowa Labs).

1.5 Sales History

FY2020-2023 - \$180,851.86

FY2023-2026 - \$69,710.34

SECTION 2 – ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

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

2.2 Restriction on Communication

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

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

2.3 Amendment to the RFB

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

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

2.4 Bid Amendment and/or Withdrawal

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

2.5 Submission of Bids

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

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

2.6 Bid Opening

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

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2.7 Costs of Preparing the Bid

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

2.8 Rejection of Bids

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

2.9 Disqualification

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

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

2.10 Nonmaterial Variances

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

2.11 Reference Checks

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

2.12 Information from Other Sources

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

2.13 Verification of Bid Contents

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

2.14 Bid Clarification Process

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

2.15 Disposition of Bids

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

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2.16 Public Records and Requests for Confidential Treatment

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

2.17 Form 22 Request for Confidentiality

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

2.18 Copyrights

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

2.19 Release of Claims

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

2.20 Bidder Presentations

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

2.21 Evaluation of Bids Submitted

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

2.22 Preference

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

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2.23 Determination of Responsible Bidder & Responsive Bid

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

2.24 Evaluation Criteria

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

2.25 Award Notice and Acceptance Period

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

2.26 Definition of Contract

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

2.27 Choice of Law and Forum

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

2.28 Restrictions on Gifts and Activities

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

2.29 Appeals

A Respondent whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice

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may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Bidder.

2.30 Unit Price

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

2.31 Price Adjustments to Term Contract(s)

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

2.32 Registration

The successful Bidder will be required to register to do business in Iowa before payment can be made. For how to do business with the State of Iowa go <https://das.iowa.gov/procurement/vendors/how-do-business>.

2.33 Site Visit

There will be a multi-site site visit starting at the Energy Plant at the Capitol Complex on Tuesday, May 19th at 9:00am (CT). Then it will proceed to Oran Pape, State Historical Building, and ending at the Iowa Labs (Ankeny). Bidder will need to provide their own transportation between sites.

While the site visit is not mandatory, attendance is highly encouraged.

2.34 Bid Closing Date

Bids must be received no later than **2:00pm CST, Friday, June 12th, 2026**. Late bids will not be considered. Bids shall be submitted on IMPACS Electronic Procurement System.

2.35 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 Friday, May 22nd, 2026 time 2:00pm (CT). Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.

SECTION 3 – SPECIFICATIONS

All items listed in this Section are Bid Specifications. To be deemed a Responsible Bidder, the Bidder shall satisfy all specifications set forth herein.

3.1 Qualifications/Standards Requirements

The Bidder and its staff shall perform all work in accordance with the following requirements:

- 3.1.1** All labor, parts, and materials shall comply with all applicable standards and codes, including but not limited to the standards of the American Society for Testing and Materials (ASTM), the American National Standards Institute (ANSI), the State of Iowa's Building and Fire Codes, and all applicable Iowa Code including State Mechanical Code Chapter 61, and State Plumbing Code Chapter 25.
- 3.1.2** All work performed by the Bidder shall comply with the current Iowa Occupational Safety and Health (OSHA) standards and regulations. The Bidders shall notify the Issuing Officer of any OSHA violations during the term of the contract.
- 3.1.3** The Bidder shall indemnify and hold harmless the State of Iowa from any claims, damages, liabilities, or expenses from violations of applicable laws, codes, standards, or regulations. Bidder shall obtain and maintain all permits, licenses, and approvals required to perform the work.
- 3.1.4** The Bidder shall possess sufficient personnel, equipment, resources, certifications and licenses necessary to safely perform the required services and simultaneously support multiple State projects, if necessary.
- 3.1.5** The Bidder shall report to each work site with all tools and equipment necessary to perform the required work.
- 3.1.6** The Bidders shall include documentation demonstrating experience, competency, licensing, certification and three (3) business references with its bid response
- 3.1.7** The Department of Administrative Services reserves the right to reject any worker that, in the State's determination, is unqualified or performing unsatisfactorily, or unable to obtain security clearance.

3.2 Scope of Work

3.2.1 Bidders Requirements

Bidder shall perform the following services:

- 3.2.1.1** The Bidder shall conduct an initial water analysis of all systems and provide recommendations for remedial action. The analysis shall include, at a minimum, pH, sulfite, conductivity, alkalinity, calcium, total hardness, dissolved oxygen, phosphate, and chlorides.

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- 3.2.1.2** The Bidder shall provide a liquid chemical system to align with existing equipment.
- 3.2.1.3** The Bidder shall provide treatment to prevent scale, corrosion and oxygen pitting on the waterside of each boiler.
- 3.2.1.4** The Bidder shall ensure the formation of scale and/or oxygen pitting does not occur on the boilers' internal parts. The Bidder shall maintain sufficient sulfite residuals in each boiler, whether operating or idle, to prevent oxygen pitting.
- 3.2.1.5** The Bidder shall add chemical treatment to steam boilers using an electric automatic proportional feeder pump.
- 3.2.1.6** The Bidder shall utilize all existing feed and control equipment whenever feasible and shall replace probes as needed, and at least annually.
- 3.2.1.7** The Bidder shall provide a service plan that includes monthly chemical testing and monitoring of all treated systems and associated control parameters. Testing shall include, at a minimum, condenser water systems, campus-wide closed-loop systems, steam boiler systems, and cooling tower systems. The Bidder shall provide written reports documenting all test results, findings, and recommendations.
- 3.2.1.8** The Bidder shall provide an annual corrosion study on all cooling systems and condensate return systems.
- 3.2.1.9** The Bidder shall provide bulk chemical delivery services that minimize manual handling by State staff.
- 3.2.1.10** The Bidder shall remove and properly dispose of or return all drums and chemical containers associated with the contract.
- 3.2.1.11** The Bidder shall provide twenty-four (24) hour emergency response services, seven (7) days per week.
- 3.2.1.12** The Bidder shall provide Safety Data Sheets (SDS) for all chemicals supplied or used under the contract.

3.2.2 Installation

The Bidder shall be solely responsible for the installation, configuration, operation, maintenance, and removal of all Bidder-owned equipment and/or software provided under the contract. The risk of loss and/or damage to Bidder-owned equipment and/or software shall be fully assumed by the Bidder at all times pertinent to the contract.

3.2.3 Maintenance and Support Services

3.2.3.1 Capitol Complex Staff shall perform routine operational maintenance of the system.

3.2.3.2 The Bidder shall provide monthly preventative maintenance and inspection.

3.2.3.3 The Bidder shall provide same day response to system issues, service interruptions and outages.

3.2.3.4 Bidder shall be responsible for maintenance, inspection, testing and calibration of controller units.

3.2.4 Training

The Bidder shall provide comprehensive training for State staff to safely and effectively operate and monitor the equipment and treatment systems provided under the contract.

3.3 Summary of Systems

3.3.1 Boilers/Heating

3.3.1.1 Energy Plant - Three (3) natural gas steam boilers, condensate return

3.3.1.2 Historical Building - One (1) 150-ton heat pump chiller and one (1) 810 kW boiler, condensate return

3.3.1.3 Oran Pape - Two (2) natural gas hot water condensing boilers, condensate return

3.3.1.4 Iowa Labs - Nine (9) natural gas condensing boilers & Two (2) steam boilers, condensate return

3.3.2 Cooling Towers/Chillers

3.3.2.1 Energy Plant - Two (2) 750-ton water cooled chillers and one (1) 600-ton water cooled chiller, there are four (4) water towers

3.3.2.2 Historical Building - One (1) 150-ton heat pump chiller (also listed above) and one (1) 250-ton water cooler chiller

3.3.2.3 Oran Pape - One (1) 310-ton water cooled chiller

3.3.2.4 Iowa Labs - Two (2) 770-ton water cooled chillers

3.3.3 Closed Loops

3.3.3.1 Energy Plant - Two (2)

3.3.3.2 Historical Building - Two (2)

3.3.3.3 Oran Pape - Two (2)

3.3.3.4 Iowa Utilities Board – One (1)

3.3.3.5 Iowa Labs - Two (2)

3.4 Work Rules

3.4.1 Facility Rules

The Bidder shall comply with all facility-specific security, safety, and operational policies and procedures established by the State Agency.

Prior to accessing any facility or work site, the Bidder shall provide the Agency's designated contact with all information required for site access and security clearance, including but not limited to employee name, date of birth, Social Security number, driver's license number, and a description and location of the work to be performed. Background checks may be required.

3.4.2 Site Conditions

The Bidder shall perform all work in a safe manner and in accordance with all applicable federal, state, and local safety regulations.

The Bidder shall immediately correct, at its sole expense, any unsafe or hazardous conditions caused by the Bidder's operations, employees, subcontractors, or equipment.

The Bidder shall be solely responsible for damage to existing structures, grounds, systems, equipment, or property resulting from the performance of the work by the Bidder, its employees, agents, or subcontractors. The Bidder shall repair or replace damaged property to its original condition at no additional cost to the State.

The Bidder shall coordinate all required service interruptions or utility shutdowns with the Agency in advance of any shutdown.

The Bidder shall maintain the work site in a clean and orderly condition at all times. The Bidder shall remove all waste materials, debris, surplus materials, and equipment from the work site on a daily basis, or more frequently as necessary to maintain a safe environment.

The Bidder shall maintain all walkways, driveways, and parking areas in a clean and unobstructed condition during performance of the work.

The Bidder shall coordinate employee parking arrangements with the Agency. All parking fees or related costs shall be the responsibility of the Bidder.

3.4.3 Proper Conduct

The Bidder and its employees, agents, and subcontractors shall conduct themselves in a professional manner at all times while on State property.

The following activities are prohibited on State premises:

- a. Possession of weapons, illegal drugs, or alcohol;
- b. Smoking, except in designated smoking areas authorized by the Agency; and
- c. Propping open, disabling, or leaving secured doors unsecured.

3.4.4 Temporary Utilities

The Agency may provide the Bidder temporary access to electrical power through existing outlets, as approved by the Agency.

The Bidder shall provide, at its sole expense, all cords, connections, adapters, extensions, and related equipment necessary to utilize such electrical service safely and properly.

3.4.5 Storage

The Bidder shall store all materials, tools, and equipment only in areas designated by the Agency.

The Bidder shall maintain storage areas in a clean and safe condition and shall keep such areas free of combustible waste and unnecessary debris.

The Bidder shall provide suitable containers and facilities for temporary storage and removal of waste materials and rubbish generated during performance of the work.

The Agency may require the periodic removal of debris, surplus materials, or unused equipment based on operational needs.

The Bidder shall not leave ladders, tools, or equipment unattended in unsecured areas.

The Bidder shall be solely responsible for the security of its materials, tools, and equipment and for any loss, theft, vandalism, or damage thereto.

3.4.6 Hazardous Materials

If the Bidder encounters suspected hazardous materials, including but not limited to asbestos-containing materials, the Bidder shall immediately stop work in the affected area and notify the Owner.

No work shall resume in the affected area until the Owner has completed any necessary testing and implemented an approved method of containment, abatement, or removal in accordance with applicable Environmental Protection Agency (EPA) regulations and other applicable laws.

The Owner shall notify the Bidder of any known or verified hazardous materials conditions and shall identify areas suspected of containing hazardous materials, if known.

If the Bidder is required to perform work in or adjacent to an area suspected of containing hazardous materials, but not involving direct disturbance of the hazardous material, the Bidder shall be responsible for notifying and protecting its employees, agents, subcontractors, and other personnel from potential exposure hazards.

The Bidder shall comply with all applicable laws, regulations, and safety requirements relating to hazardous materials and employee protection.

The Bidder shall indemnify and hold harmless the Owner, the State, and their employees, from claims arising from the Bidder's failure to comply with hazardous material safety requirements or failure to adequately protect its personnel.

The Bidder shall not be entitled to additional compensation for reasonable delays resulting from hazardous material identification, testing, containment, or remediation activities.

3.5 Performance Monitoring and Reporting

3.5.1 Monthly Reports

The Bidder shall provide comprehensive monthly performance reports to the Agency no later than the tenth (10th) business day of each month for services performed during the preceding month.

Monthly reports shall include, at a minimum:

- a. Total number of deliveries by service type;
- b. On-time delivery percentage for scheduled monthly chemical deliveries;
- c. On-time delivery percentage for on-demand chemical deliveries;
- d. Failed or delayed deliveries and explanations for each occurrence;
- e. Customer service issues, complaints, and resolutions; and
- f. Service disruptions, outages, incidents, or corrective actions.

3.5.2 Performance Metrics

The Bidder shall maintain the following minimum performance standards:

- On-time delivery rate of ninety-five percent (95%) or higher for all monthly chemical deliveries and services
- On-time delivery rate of ninety percent (90%) or higher for all on-demand chemical deliveries and services

3.5.3 Service Level Failures

Failure to meet the required performance standards for two (2) consecutive months or for three (3) months within any rolling twelve (12) month period may result in corrective action, assessment of contract remedies, or termination of the Contract, as determined by the State and as permitted under the Contract terms and conditions.

**Attachment 1
Exceptions Form**

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

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