

## 005-RFB-2766-2026 - Water Treatment Chemicals and Services - IMCC

### 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 and any Participating Agencies. 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.

**“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.

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“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 08/01/2026 and end on 07/31/2027.

The Contract may be renewed by mutual agreement of both parties for up to Five (5) Years.

### 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 intended to provide the Lead Agency and Participating Agencies with competitive information to assist in the selection process. This RFB is not intended to be comprehensive, and each Bidder is responsible for determining all factors necessary to submit a complete and responsive Bid.

The State of Iowa is seeking a qualified Contractor to provide a comprehensive water chemical treatment and services program Iowa Medical Classification Center (IMCC). The Contractor shall furnish all chemicals, labor, equipment, testing supplies, training, monitoring and corrosion protection for the facility’s boiler, steam and condensate return, chilled water and cooling tower systems.

#### Facility Information:

The IMCC operates a central boiler plant and chiller plant.

##### **The boiler plant consists of:**

- One (1) 300 HP fire-tube boiler;
- Two (2) 200 HP fire-tube boilers;
- One deaerator tank that receives polymer and sulfite treatment chemicals through a batch-feed process;
- A steam distribution system utilizing condensate treatment chemicals;
- A condensate return system, portions of which are seasonally discharged rather than returned to the boiler plant, resulting in increased chemical consumption; and
- An automated control system that monitors conductivity, performs boiler blowdown functions, and controls chemical feed operations.

##### **The chiller plant consists of:**

- A facility-wide closed-loop chilled water system treated with corrosion and scale inhibitors;
- Cooling towers are treated with scale control and biocide chemicals; and
- An automated cooling tower control system that monitors conductivity, controls blowdown operations, and regulates chemical feed.
- The chilled water loop is currently monitored and chemically treated through manual testing and feed procedures.

The information provided above is intended for general reference only. Bidders are responsible for independently evaluating system conditions, equipment, operating requirements, and chemical treatment needs necessary to develop and submit a complete Bid.

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### **Mandatory Site Visit**

A mandatory site visit will be conducted to allow prospective Bidders to inspect the facility, review existing equipment and operating conditions, and obtain information necessary to prepare a responsive Bid. Attendance at the site visit is mandatory.

Only Bidders that attend and sign the attendance sheet will be eligible to submit a Bid in response to this RFB.

### **IMCC site visit is Monday, July 6<sup>th</sup>, 2026, at 11:00 AM.**

Directions to Iowa Medical Classification Center:

Meet in the administration building Oakdale Conference Room which is just inside the front doors. IMCC, 2700 Coral Ridge Ave., Coralville, IA. 52241.

Directions: Take exit 240 off I80 and go north on Coral Ridge Ave (Hwy 965 north), take a left on Oakdale Blvd, and an immediate right on the frontage road. Go past DOT and the road will curve directly into our facility. Park in either lot then enter the main building (behind the 3 flagpoles).

## 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.

### 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

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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 the 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 waivers or cures 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.

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### 2.11 Reference Checks

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

### 2.12 Information from Other Sources

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

### 2.13 Verification of Bid Contents

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

### 2.14 Bid Clarification Process

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

### 2.15 Disposition of Bids

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

### 2.16 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code Chapter 22. Contractors 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 Contractor as non-confidential records unless Contractor 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 CONTRACTOR'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

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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, negligence 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 submitted timely 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 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 relating to the contract for goods and/or services until the contract has been fully executed by the successful Bidder and the Agency.

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### 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. 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 for determining 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, excluding Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Contractor.

### 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 during 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 Bid Closing Date

Bids must be received no later than **2:00pm (CT), Friday, July 17<sup>th</sup>, 2026**. Late bids will not be considered. Bids shall be submitted on IMPACS Electronic Procurement System.

### 2.34 Questions and Requests for Clarification

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. The questions and requests for clarification must be received by the Issuing Officer by **Friday, July 10<sup>th</sup> 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. A successful Bidder must be able to satisfy all these specifications to be deemed a Responsible Bidder.

### **3.1 Contractor Requirements**

The Bidder shall provide all labor, supervision, technical expertise, chemicals, testing supplies, delivery services, monitoring equipment support, and reporting necessary to maintain an effective water treatment program for the Iowa Medical Classification Center's boiler, steam, condensate return, chilled water, and cooling tower systems.

#### **3.1.1 Maintenance and Repair Requirements**

##### **3.1.1.1 Initial System Assessment:**

Within thirty (30) days of contract award, the Contractor shall perform a comprehensive evaluation of all treated systems and provide a written report to the Agency. The assessment shall include, at a minimum:

- Water chemistry analysis of each treated system, including pH, sulfite residual, conductivity, alkalinity, calcium, total hardness, dissolved oxygen, phosphate, chlorides, and other parameters deemed necessary by the Contractor.
- Inspection of chemical feed equipment, controllers, pumps, and monitoring devices.
- Evaluation of system operating conditions and treatment effectiveness.
- Identification of existing scale, corrosion, fouling, biological growth, or other treatment concerns.
- Written recommendations for corrective actions and program improvements.

##### **3.1.1.2 Chemical Treatment Program:**

The Bidder shall provide and maintain a complete chemical treatment program designed to:

- Prevent scale formation within boilers, cooling towers, chilled water loops, and associated equipment.
- Minimize corrosion of boiler, condensate return, cooling water, and closed-loop systems.
- Prevent oxygen pitting and related damage to boiler and condensate systems.
- Control biological growth in cooling tower systems.
- Maintain water chemistry within industry-recognized standards and equipment manufacturer recommendations.

The Contractor shall furnish all chemicals required to achieve the performance objectives of this contract.

##### **3.1.1.3 Chemical Feed and Control Equipment:**

The Bidder shall utilize existing feed, monitoring, and control equipment whenever practical.

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The Bidder shall:

- Maintain and calibrate all Contractor-provided feed and control equipment.
- Inspect chemical feed systems during each service visit.
- Furnish and replace conductivity probes, sensors, and monitoring components as necessary to maintain proper operation, but no less than annually when recommended by the manufacturer.
- Notify the Agency in writing of any equipment deficiencies, failures, or recommended repairs.
- Chemical treatment shall be administered through automatic feed systems compatible with the facility's existing equipment.

### **3.1.1.4 On-Site Service Requirements:**

The Bidder shall provide a minimum of one (1) on-site visit per month, for a minimum of twelve (12) visits annually.

During each visit, the Bidder shall:

- Test and analyze all applicable water treatment parameters.
- Verify proper operation of chemical feed and control equipment.
- Adjust treatment programs as necessary.
- Inspect systems for evidence of scale, corrosion, fouling, leaks, or biological activity.
- Verify adequate chemical inventory levels.
- Review system performance with facility personnel.
- Submit reports to the Agency within five (5) business days of each service visit.

### **3.1.1.5 Annual Corrosion Analysis:**

- The Bidder shall perform and provide an annual corrosion study of all treated water systems and condensate return systems.
- The study shall include corrosion rate measurements, analysis of treatment effectiveness, identification of potential system concerns, and recommendations for corrective actions.

### **3.1.1.6 Training Requirements:**

The Bidder shall provide initial and ongoing training for facility operations and maintenance personnel.

Training shall include:

- Chemical treatment program objectives.
- Safe handling and storage of treatment chemicals.
- System monitoring and testing procedures.
- Emergency response procedures.
- Operation of feed and control equipment.

The Bidder shall provide and maintain an operations manual containing treatment procedures, testing requirements, safety information, emergency contacts, and equipment operating instructions.

**Chemical Delivery and Material Handling** - The Bidder shall provide all chemicals required under this contract, including delivery, unloading, transfer, and placement into

designated storage locations.

The Contractor shall provide hands-off bulk chemical delivery service and shall remove and properly recycle or dispose of empty chemical containers and drums in accordance with applicable regulations.

**Safety Requirements** - The Bidder shall provide current Safety Data Sheets (SDS) for all chemicals supplied under this contract and shall immediately provide updated SDS documentation whenever chemical formulations change.

**Existing Treatment Systems** - The facility currently utilizes treatment programs that include, but are not limited to:

- Boiler oxygen scavenger treatment
- Boiler scale and alkalinity treatment
- Corrosion inhibitor treatment
- Closed-loop water treatment
- Cooling tower treatment
- Cooling tower raw water treatment

The Contractor may recommend alternative treatment programs provided the proposed treatment meets or exceeds the performance requirements of this contract and is compatible with existing equipment and system operating conditions.

### 3.1.2 Installation

The Contractor shall be responsible for the delivery, installation, configuration, operation, maintenance, repair, and removal of any Contractor-owned equipment necessary to perform the services required under this Contract. Such equipment may include, but is not limited to, chemical feed pumps, controllers, monitoring devices, storage tanks, testing equipment, and related accessories.

- All costs associated with the installation, operation, maintenance, repair, replacement, and removal of Contractor-owned equipment shall be the responsibility of the Contractor.
- Upon expiration, termination, or cancellation of the Contract, the Contractor shall remove all Contractor-owned equipment from the facility and restore any affected areas to their original condition, reasonable wear and tear excepted.
- The Contractor shall retain ownership of all Contractor-provided equipment and shall be solely responsible for any loss, theft, damage, or destruction of such equipment during the term of the Contract.
- The Contractor shall immediately notify the Agency of any equipment failure or condition that may affect the performance of the water treatment program or the safe operation of facility systems.

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### 3.1.3 Maintenance and Support Services

- 3.1.3.1 Facility shall perform operational maintenance to the system.
- 3.1.3.2 Contractor shall provide preventative maintenance and inspection monthly.
- 3.1.3.3 Contractor shall provide same day response time on system issues and outages.
- 3.1.3.4 Contractor shall provide general user training and administrator training

## 3.2 Work Rules

### 3.2.1 Facility Rules

The IMCC has specific security and safety policies and procedures established which must be always adhered to. Bidder's personnel shall provide to the facilities designated contact(s) the following information in advance of being admitted to site: name, date of birth, social security number, driver's license number (background checks may be required), location and description of work to be performed.

### 3.2.2 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 always maintain the work site in a clean and orderly condition. The Bidder shall remove all waste materials, debris, surplus materials, and equipment from the work site upon completion of tasks.

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.

**3.2.3 Proper Conduct**

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

The following activities are prohibited on State premises:

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

**3.2.4 Temporary Utilities**

The Bidder shall have temporary use of electrical power from existing outlets as directed by the Facility. The Bidder shall furnish all connections and extensions from these outlets at its own expense.

**3.2.5 Storage**

The Bidder shall store all materials, tools and equipment only in areas designated by the Agency. The Bidder shall keep those areas clean and clear of combustible materials/waste. The Bidder shall provide adequate facilities for the storage of waste materials and rubbish prior to removal from the site. Debris, surplus materials, equipment, etc., may need to be removed periodically, depending on the Facility needs. No ladders, tools or equipment shall be left unattended. The Bidder shall be solely responsible for damage, loss or liability due to theft or vandalism of his materials, tools and equipment.

**3.2.6 Hazardous Materials**

Where the Bidder encounters suspected areas of hazardous materials such as asbestos, Bidder shall immediately cease operations and notify the Facility. No work shall proceed until the Owner has the areas tested and has initiated an approved method of neutralizing or removing the hazard, as per E.P.A. requirements. The Bidder agrees to accept responsibility for notifying his or her employees of any hazard which exists and to protect all personnel from harm, holding the Owner, his or her employees, and the Designer from any claims against them by the Bidder, his or her employees or third parties. The Owner shall advise the Bidder of any verified hazards. The Owner will also advise the areas suspected as possible hazards. If the Bidder is required to work in the suspected hazardous area (but not in direct contact with the hazard), they will be required to accept responsibility and cost for notifying and protecting his or her personnel as though the area is contaminated. The Bidder will not be reimbursed for a reasonable delay in work caused by a hazard during the job.

**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. _____	_____ _____ _____