

## REQUEST FOR PROPOSAL

### RFP COVER SHEET

#### Administrative Information

<b>RFP Number</b>	005-RFP-0217-2022	<b>Title of RFP</b>	Housekeeping / Janitorial Services for IVH
<b>Agency</b>	Iowa Department of Administrative Services (DAS)		
<b>Number of years of the initial term of the contract</b>	<b>3</b>	<b>Number of possible annual extensions</b>	<b>3</b>
<b>Available to other State agencies?</b>	No		
<b>Available to Political Subdivisions?</b>	No		
State Issuing Officer: Jennifer Zepeda Phone: 515-336-9070 E-mail: Jennifer.zepeda@iowa.gov			
<b>PROCUREMENT TIMETABLE—Event or Action</b>			<b>Date/Time (Central Time)</b>
State Posts Notice of RFP on TSB website			October 28, 2022
State Issues RFP			October 30, 2022
<b>Site Visit Location and Address:</b> <b>Site Visit is MANDATORY.</b> Site Visit will begin at <b>9:00 AM CST on November 3, 2022</b> Iowa Veterans Home – Loftus Building 1301 Summit Street, Marshalltown, IA. If a map is needed, contact the Issuing Officer.			November 3, 2022 9:00 AM – 1:00PM CST
Follow-up RFP written questions, requests for clarification, and suggested changes from Respondents due (no questions accepted or responded to after this date)			November 4, 2022 4:00 PM CST
Proposals Due			November 18, 2022 2:00 PM CST
<b>Relevant Websites</b>			
Internet website where Addenda to this RFP will be posted <a href="http://bidopportunities.iowa.gov">http://bidopportunities.iowa.gov</a> and <a href="#">IMPACS Electronic Procurement System</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>			
<b>Firm Proposal Terms</b>			
The minimum number of days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm is 120 Days.			

## SECTION 1 INTRODUCTION

### 1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Sections 4, 5 and attachments A-H of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) for the initial period identified on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

### 1.2 Definitions

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

**“Agency”** means the agency identified on the RFP cover sheet that is issuing the RFP and any other agency that purchases from the Contract.

**“CMS”** means Center for Medicare Medical Services

**“Contract”** means the contract(s) entered into with the successful Respondent (s) as described in Section 7.1.

**“Contractor”** means the awarded business/person to provide the contractual services agreed upon.

**“Deliverable”** means the completion of a milestone or accomplishment of a task.

**“Facility Coordinator”** means the primary person at the Iowa Veterans Home to whom questions or disputes are directed by the Contractor through the Safety and Maintenance Manager.

**“General Terms and Conditions”** means the General Terms and Conditions for Services Contracts as referenced on the RFP cover page.

**“IVH”** means Iowa Veterans Home located in Marshalltown, IA.

**“OBRA”** means Ombudsman Budget Reconciliation Act

**“Proposal”** means the Respondent’s proposal submitted in response to the RFP.

**“Respondent”** means the company, organization or other business entity submitting a proposal in response to this RFP

**“Responsible Respondent”** means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or

services requested, the Respondent's integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State

**"Responsive Proposal"** means a Proposal that complies with the material provisions of this RFP.

**"RFP"** means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

**"Safety and Maintenance Manager"** means the person who shall be the Contractor's chief manager in the performance of housekeeping services to be rendered according to this RFP. The Safety and Maintenance Manager shall be the primary person to whom questions or disputes are directed by the State through the IVH Facility Coordinator.

**"State"** means the State of Iowa, the Agency, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFP

**"VA"** means United States Department of Veterans Affairs

### 1.3 Overview of the RFP Process

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Proposal.

**Respondent should review Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked "Confidential" or "Proprietary" on every page may be disqualified.**

It is the Agency's intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with evaluation and selection criteria provided in this RFP.

### 1.4 Objectives

The Iowa Veterans Home (IVH) in Marshalltown, Iowa is seeking housekeeping / janitorial services for their Marshalltown facility. Many of the residents at the IVH are longtime residents and the Contractor's employees must be considerate of their privacy and careful with their private belongings when performing housekeeping / janitorial services. Residents may have medical conditions which require special medical equipment in their rooms and the Contractor's employees must be careful not to disturb the functionality of the medical equipment while providing housekeeping services.

Reports are included with this RFP which list the types of services required for each area or room and the number of frequencies for each service.

The IVH will have prints available at the Mandatory Site Visit which will show all of the floor plans and square footage upon request. As of the posting of this RFP, there is approximately a maximum of **646,866** total cleanable square feet in the IVH facility. Of the maximum total

cleanable square footage in the IVH facility, only **573,710** square feet are currently accessible for cleaning. Cleanable square footage may be reduced or increased at any time due to ongoing changes in IVH operations and needs.

## **1.5 Background**

The Iowa Veterans Home is seeking responses from Respondents who can provide janitorial and housekeeping services for their facility located in Marshalltown, Iowa. The IVH, established in 1887, is a State-operated veteran's facility governed by Iowa Code Chapter 35.

Admitted are honorably discharged veterans of all military services who are eligible for admission to a Department of Veterans Affairs Medical Center for care and who meet the residency requirements of Iowa. They must be disabled by disease, wounds, old age, or otherwise unable to earn a livelihood. Spouses or surviving spouses or qualified veterans are eligible for admission if they have been married to the Veteran for one year before the date of application and meet the residency requirements of Iowa. The County Commissioners of Veterans Affairs, located in each county of the State, services as the referral agency for admission to the Veterans Home.

To meet the multiple health care needs of the residents, several levels of professional health care services are provided. Services provided include medical, optometry, podiatry, dermatology, respiratory therapy, laboratory/x-ray, pharmacy, dental, nursing, dietary, rehabilitation, physical and occupational therapy, recreational therapy, audiology, arts and crafts, ceramics, housekeeping services, volunteer services, social service, mental health services Chapel services and the other support services. A strong rehabilitation philosophy exists within the provided programming, which reinforces this philosophy.

Since the cleanable square footage can vary from month to month, a list of payments for services rendered by the current Contractor since September 2021 are shown below to give Contractors an example of the amount of variance which may occur:

September 2021	\$254,627
October 2021	\$263,115
November 2021	\$254,627
December 2021	\$263,115
January 2022	\$271,027
February 2022	\$244,798
March 2022	\$271,027
April 2022	\$262,284
May 2022	\$271,027
June 2022	\$262,284
July 2022	\$271,027
August 2022	\$271,027

The variance in payment amounts may be greater or less than the variance in payments shown above. The fluctuations above are caused partly due to the areas within each building being brought back online for cleaning services over a period of months. Monthly fluctuations are also caused by the number of days in the month. One day of janitorial/housekeeping services

currently costs roughly \$8,600.00 per day so months with 31 days would have anywhere from 1-3 days of additional costs over months such as February or April.

**Site Visit:** This is a **MANDATORY** site visit and any Respondents intending to submit a proposal for this RFP must attend. The documents containing the floor plans of the IVH Facility will only be made available to Respondents in attendance.

Respondents should go to the Switchboard area in the Loftus building and wait for the Issuing Officer to show them to the conference room where the meeting will be held.

## SECTION 2

## ADMINISTRATIVE INFORMATION

### 2.1 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

### 2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

### 2.3 Downloading the RFP from the Internet

The RFP and any addenda to the RFP will be posted at <http://bidopportunities.iowa.gov/> and [IMPACS Electronic Procurement System](#). The Respondent is advised to check the website periodically for addenda to this RFP, particularly if the Respondent downloaded the RFP from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

### 2.4 Procurement Timetable

The dates provided in the procurement timetable on the RFP cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the RFP.

### 2.5 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, Respondent shall reference the page and section number(s). The Agency will post written responses to questions, requests for clarifications, or suggestions received from Respondents. The Agency's written responses will become an addendum to the RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

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 RFP through an addendum.

## **2.6 Amendment to the RFP**

The Agency reserves the right to amend the RFP at any time using an addendum. The Respondent shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

## **2.7 Amendment and Withdrawal of Proposal**

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

## **2.8 Submission of Proposals**

Respondent must submit Proposal in the State's [IMPACS Electronic Procurement System](#) before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent.** Respondents sending Proposals must allow ample upload time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Electronic mail and faxed Proposals will not be accepted. There is a 50MB per file size limitation, but no limit to number of files. Plan accordingly.

Respondents must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Contractor shall not be considered part of the Contractor's Proposal unless it is reduced to writing.

## **2.9 Proposal Opening**

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Contract. See Iowa Code Section 72.3. However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

## **2.10 Costs of Preparing the Proposal**

The costs of preparation and delivery of the Proposal are solely the responsibility of the Respondent.

## **2.11 No commitment to Contract**

The Agency reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of the Contract. Issuance of this RFP in no way constitutes a commitment by the Agency to award a contract.

## **2.12 Rejection of Proposals**

The Agency may reject outright and not evaluate a Proposal for reasons including without limitation:

- 2.12.1** The Respondent fails to deliver the cost proposal in a separate envelope.
- 2.12.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specification of the RFP.
- 2.12.4** The Respondent's Proposal limits the rights of the Agency.
- 2.12.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 3 of the RFP.
- 2.12.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Respondent fails to include proposal security, if required.
- 2.12.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 3 of this RFP.
- 2.12.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Respondent initiates unauthorized contact regarding the RFP with state employees other than the Issuing Officer.
- 2.12.11** The Respondent provides misleading or inaccurate responses.
- 2.12.12** The Respondent's Proposal is materially unbalanced. A Proposal in which line item prices are structured so that it is possible that the Respondent who appears to be low will not end up having the lowest overall cost to the State, due to high prices on particular line items.
- 2.12.13** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
- 2.12.14** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.



**2.13 Nonmaterial Variances**

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Proposal if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. The determination of materiality is in the sole discretion of the Agency.

**2.14 Reference Checks**

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

**2.15 Information from Other Sources**

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

**2.16 Verification of Proposal Contents**

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Proposal.

**2.17 Proposal Clarification Process**

The Agency reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Respondent's Proposal. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to the Agency. An individual authorized to legally bind the Respondent 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 Proposal.

**2.18 Disposition of Proposals**

All Proposals become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals will be public records and be available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

**2.19 Public Records and Requests for Confidential Treatment**

The Agency's release of public records is governed by Iowa Code chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. 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 Respondent as non-confidential records unless Respondent requests specific parts of the Proposal 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.**

**2.20 Copyright Permission**

By submitting a Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, the Respondent consents to such copying 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 Proposals.

**2.21 Release of Claims**

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency or the State based on Respondent's misunderstanding concerning the information provided in the RFP or concerning the Agency's or the State's failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this RFP, or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a Proposal or to enter into any Contract resulting from this RFP.

**2.22 Respondent Presentations**

Respondents may be required to make a presentation. The determination as to need for presentations, and 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 Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal.

**2.23 Evaluation of Proposals Submitted**

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 6 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

**2.24 Award Notice and Acceptance Period**

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. 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 or such other time as designated by Agency. If the successful Respondent 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 Respondent the Agency believes will provide the best value to the State.

**2.25 No Contract Rights until Execution**

No Respondent shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful Respondent and the Agency.

**2.26 Choice of Law and Forum**

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

**2.27 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 117.5(1)-(2), 117.12(4).

**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. Respondents are responsible to determine the applicability of this 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 No Minimum Guaranteed**

The Agency does not guarantee any minimum level of purchases under the Contract.

**2.30 Post Solicitation Debriefing**

A debriefing is available to any Respondent who submitted a proposal in response to this RFP. Respondent shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Respondents will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of debriefing request.

**2.31 Appeals**

A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by emailing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to the Director of the Department of Administrative Services and carbon copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Respondent.

<b>SECTION 3      FORM AND CONTENT OF PROPOSALS</b>
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### **3.1 Instructions**

These instructions describe and define the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

- 3.1.1** The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such as separate files. The files shall be labeled with the following information:

**005-RFP-0217-2022 – Respondent Name –Technical Proposal**

**005-RFP-0217-2022 – Respondent Name –Cost Proposal**

- 3.1.2** Files must be attached to Respondents submission in the State’s [IMPACS Electronic Procurement System](#)

- 3.1.3** If the Respondent designates any information in its Proposal as confidential pursuant to Section 2, the Respondent must also submit public copy Proposal from which confidential information has been excised as provided in Section 2 and which is marked “Public Copy”.

**005-RFP-0217-2022 – Respondent Name – Public Copy**

- 3.1.4** Proposals shall not contain promotional or display materials.

- 3.1.1** Attachments shall be referenced in the Proposal.

- 3.1.2** If a Respondent proposes more than one solution to the RFP specifications, each shall be labeled and submitted in a separate Proposal and each will be evaluated separately.

### **3.2 Technical Proposal**

Any information provided in the Technical Proposal is subject to consideration for consideration, evaluation, and scoring. The following documents and responses shall be included in the Technical Proposal in the order given below:

**3.2.1 Transmittal Letter (Required)**

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent’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.**

**3.2.2 Table of Contents**

The Contractor shall include a table of contents of its Proposal and submit the check list of submittals per Attachment #1.

**3.2.3 Executive Summary**

The Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- 3.2.3.1** Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 7.
- 3.2.3.2** An overview of the Respondent's plans for complying with the specifications of this RFP.
- 3.2.3.3** Any other summary information the Respondent deems to be pertinent.

**3.2.4 Firm Proposal Terms**

The Contractor shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for 120 days following the deadline for submitting Proposals.

**3.2.5 Respondent Background Information**

The Respondent shall provide the following general background information:

- 3.2.5.1** Does your state have a preference for instate Contractors? Yes or No. If yes, please include the details of the preference.
- 3.2.5.2** Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers
- 3.2.5.3** Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company
- 3.2.5.4** Copy of W-9
- 3.2.5.5** State of incorporation, state of formation, or state of organization.
- 3.2.5.6** The location(s) including address and telephone numbers of the offices and other facilities that relate to the Contractor's performance under the terms of this RFP
- 3.2.5.7** Number of employees
- 3.2.5.8** Type of business
- 3.2.5.9** Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal
- 3.2.5.10** Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements

- 3.2.5.11** Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 3.2.5.12** Respondent's accounting firm
- 3.2.5.13** Awarded Respondent will be required to register to do business in Iowa before payments can be made.
- 3.2.5.14** For Respondent registration documents, go to:  
<https://das.iowa.gov/procurement/vendors/how-do-business>

### **3.2.6 Experience**

The Contractor must provide the following information regarding its experience:

- 3.2.6.1** Number of years in business.
- 3.2.6.2** Number of years' experience with providing the types of goods and/or services sought by the RFP.
- 3.2.6.3** The level of technical experience in providing the types of goods and/or services sought by the RFP.
- 3.2.6.4** A list of all goods and/or services similar to those sought by this RFP that the Contractor has provided to other businesses or governmental entities.
- 3.2.6.5** **Letters** of reference from three (3) previous customers or clients knowledgeable of the Contractor's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

### **3.2.7 Termination, Litigation, Debarment**

The Respondent must provide the following information for the past five (5) years:

- 3.2.7.1** Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- 3.2.7.2** Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- 3.2.7.3** Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.

**3.2.7.4** A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.

**3.2.7.5** Any irregularities discovered in any of the accounts maintained by the Contractor on behalf of others. Describe the circumstances and disposition of the irregularities. Failure to disclose these matters may result in rejection of the Proposal or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Proposal, and with respect to the successful Respondent, following execution of the Contract.

**3.2.8 Criminal History and Background Investigation**

The Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

**3.2.9 Acceptance of Terms and Conditions**

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

**3.2.10 Mandatory Specifications and Scored Technical Specifications**

The Respondent shall answer whether or not it will comply with each specification in Section 5 of the RFP. Where the context requires more than a yes or no answer or the specific specification so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the specifications may be considered non-responsive and result in the rejection of the Proposal. Proposals must identify any deviations from the specifications of the RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal.

**3.2.11 Implementation Plan**

Describe recommended implementation strategy including on-site coordination and support services. Describe the skills and time required by State of Iowa personnel for initial implementation of the proposed services. Provide an estimate of State of Iowa staff time required to complete the implementation. Please describe Contractor's experience with implementations similar in size. Contractor should provide an implementation schedule, based on weekly milestones (include dates).

### **3.3 Cost Proposal**

The Respondent shall provide its Cost Proposal in a separate file for the proposed goods and/or services. All prices are quoted pursuant to the terms and conditions of this RFP. Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms.

#### **3.3.1 Respondent Discounts**

Respondents shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

##### **3.3.1.1 Prompt Payment Discount**

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

##### **3.3.1.2 Cash Discount**

The State may consider cash discounts when scoring Cost Proposals.



<b>SECTION 4      SCOPE OF WORK</b>
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**Overview**

The successful Respondent shall provide the goods and/or services to the State in accordance with the requirements as provided in this Scope of Work. The scope of housekeeping/custodial services to be performed by the Contractor pursuant to this RFP shall be in compliance with the specifications set forth in Sections 4 and 5 and Attachments A through I.

The Respondent agrees that Sections 4 and 5, and Attachments A through I 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 consent of the parties.

**4.1 Training for Contractor's Employees:**

- 4.1.1** The State shall provide the Contractor with annual in-service training to the Contractor's employees. The State shall also provide in-service training to Contractor employees on topics that are beneficial and specific to IVH requirements. The in-service training is mandatory.
- 4.1.2** The State may require additional training for Contractor's employees based on changing regulatory requirements.
- 4.1.3** The State will charge a fee to the Contractor for in-service training of Contractor's staff. The State's current annual fee or flat rate for in-service training is \$1,000.00. This means that the Contractor will only be charged \$1000.00 annually regardless of the number of employees sent to the in-service training.
- 4.1.4** The Contractor will be responsible for training their staff on industry standard cleaning and disinfecting techniques, safety guidelines when using cleaning agents, and other training relevant to the services being provided in this RFP.
- 4.1.5** Upon employment, Contractor's employees assigned to work at the IVH are required to attend Dependent Adult Abuse Training (update required every five years thereafter) and Evacuation Training. These trainings are provided in the IVH New Employee Orientation (NEO). There are no additional costs for Contractor's employees to attend the training update.

**4.2 Training on Usage of IVH Vehicles and Equipment:**

- 4.2.1** IVH Safety and Maintenance Manager will train Contractor's employees on the operations and use of IVH vehicles and equipment safely. The following vehicles and equipment are available to Contractor's employees that have been trained on operations and safety.
  - Electric pallet jacks
  - Cardboard baler
  - Pick-up truck with/without lift
  - Utility Vehicles
- 4.2.2** The Contractor shall schedule the use of the IVH vehicles and equipment needed to perform certain tasks. The IVH vehicles and equipment shall not be operated or taken

off the IVH grounds by Contractor's employees. All drivers must have proof of a valid driver's license.

- 4.2.3** The Contractor is solely responsible for the actions of their employees while using the IVH vehicles and equipment.

**4.3 Contractor's Equipment and Supplies Requirements**

The Contractor shall provide at its sole expense all necessary supplies, chemicals, equipment and cleaning agents (excluding hand soap) for use in performing duties. The Contractor shall be responsible for the purchase, maintenance, repair and replacement of its equipment.

- 4.3.1** The Contractor shall furnish and maintain all necessary new and used cleaning equipment, including but not limited to power driven floor scrubbing machines, wax and polishing machines, and vacuum cleaners required to properly perform the services. All cleaning equipment used in areas occupied by residents shall not exceed the noise level of 70 decibels.

- 4.3.2** Equipment deemed by the IVH Facility Coordinator to be of improper type or design or inadequate for the purpose intended, shall be removed from the premises and replaced by the Contractor with satisfactory equipment as approved by the Facility Coordinator. Approval of equipment used shall not be unreasonably withheld, taking the residents' safety and comfort into consideration. A list of all equipment used by the Contractor shall be made available to the IVH Facility Coordinator. All equipment shall be eco-friendly, when available.

Inventories shall be taken on existing equipment and supplies on the date of contract implementation which shall include: item description, quantity, and value. The Contractor's inventory is taken so the successor has an inventory list of all equipment and supplies required to provide services to IVH. It also serves to determine the quantity and quality of supplies and equipment needed to match the original inventory when the contract began. Equipment in this paragraph is referring to items such as soap dispensers, paper towel dispensers, etc. At the completion of the contract, the Contractor shall be required to replace the supplies/equipment at equal quality, quantity or value.

**4.3.3 Green Initiative**

The IVH is continuing to convert to as many green and environmentally acceptable products as reasonable and practical. The successful Contractor shall work with the IVH in this endeavor by suggesting green products that are and become available when quality is the same or better and cost is comparable. Examples: EcoLogo, and Green Seal products. Contractor should explain their green practices and products in their proposal. If Contractor already has a green program in place, please explain how that program will be used at the IVH, if applicable.

**4.3.4 Cost Reduction Ideas**

The IVH expects Contractor to bring forth ideas to reduce costs in areas such as products and processes for consideration and acceptance to the IVH.

**4.3.5 Hand Soap, Hand Sanitizer and Dispensers:**

**4.3.5.1** The IVH will provide hand soap and hand sanitizer products that are approved by the IVH Infection Control Team. Contractor will maintain an inventory of hand soap and hand sanitizer products.

**4.3.5.2** IVH will install hand soap and hand sanitizer dispensers. Contractor will replenish all hand soap and hand sanitizer dispensers as needed. Contractor will notify Domestic Services when supplies of hand soap, hand sanitizer products and dispensers need to be ordered.

**4.3.6 Chemical Dispensers**

**4.3.6.1** Chemical dispensers used by the Contractor are purchased by Contractor. There are currently 35 chemical dispensers in good working order. Contractor shall receive prior approval from the IVH Bureau Chief of Facility Management prior to the installation of any chemical dispenser.

**4.3.6.2** The maintenance and installation of these dispensers are the responsibility of the Contractor. Installation of chemical dispensers shall comply with EPA cross-connection specifications.

The Contractor shall provide the Safety and Maintenance Manager a copy of all SDS and photos of chemicals which will be used on the IVH premises.

**4.3.7 Laundry Equipment**

The Contractor is responsible for the laundering of all housekeeping cleaning equipment and supplies.

**4.3.7.1** The Contractor shall provide one set of commercial laundry equipment (washer and dryer) to clean its dirty mop heads, rags and other machine washable supplies. The Contractor's laundry equipment will be connected to the IVH steam system. In the event the steam systems fails, the IVH will provide one set of residential laundry equipment as a backup for the Contractor's temporary use. The Contractor is responsible for the maintenance and installation of its equipment.

**4.3.7.2** The Contractor shall provide two (2) large bins and three (3) small bins for dirty mop heads/rags etc., and one (1) large tilt dumpster for the clean mop heads/rags. All Contractor carts will be labeled with the Contractor name. The Contractor will use the IVH laundry carts to collect soiled draperies and return the full cart to IVH laundry for laundering.

**4.3.8 Entry Mat Cleaning**

**4.3.8.1** The recessed entrance mat system and entryway rugs are purchased by the IVH.

**4.3.8.2** The Contractor is responsible for cleaning/extracting and maintaining all entrance mats and the mat system. Cleaning includes vacuuming debris below and on the mats on a scheduled basis. The mat systems are located at three entrances in the Dack, Fox & Ulery buildings.

#### **4.3.9 Cup Dispenser Supplies**

Cup dispensers are maintained by the Contractor on the basement and main floor drinking fountain locations.

#### **4.4 Special Cleaning Specifications**

##### **4.4.1 Cleaning of Lights**

The Contractor will be responsible for cleaning the lighting lenses unless a scissor lift is required to reach the light, then IVH maintenance is responsible for the cleaning of the light lens.

##### **4.4.2 Cleaning of Kitchen Areas**

The Contractor is not responsible for the cleaning of the kitchen area. IVH Dietary is responsible to clean the kitchen. The Contractor is responsible for cleaning outside of the serving line area.

##### **4.4.3 Medical Waste or Unused Meds**

Medical waste is picked up by Iron Mountain and the unused meds are removed by a separate contractor.

##### **4.4.4 Cleaning of Cottages**

The Contractor is responsible for cleaning all cottages and will clean the individual cottages upon departure of the current guest staying at a particular cottage.

##### **4.4.5 Cleaning of Resident Rooms**

The Contractor is responsible for cleaning resident rooms and the rooms may only be cleaned during the day.

##### **4.4.6 Head Washing Sinks**

The Contractor is not responsible for cleaning the head washing sinks located in the salons in the Loftus basement and Ulery buildings.

#### **4.5 Contractor's Employee Requirements**

**4.5.1 Physical Exam:** Contractor's staff must have a physical exam prior to employment. The examination will be in sufficient detail to determine freedom from infectious disease or condition. The Contractor is responsible for assuring that the employee has a completed physical before beginning work. Personnel will be required to have a physical exam every four (4) years after the initial exam without cost to the state. Contractor shall furnish a Certificate of the Physical Examination to the Facility Coordinator and the IVH Employee Health Department prior to the employee performing duties (Certificate of Physical Examination Form in Attachment F – IVH Policies) with updates every four (4) years. During a health declaration, IVH staff may be able to provide the physical exam service.

**4.5.2 Hepatitis B Immunization and Education:** Contractor is responsible for providing education and immunization for Hepatitis B to employees. (IVH will provide the immunization for Hepatitis B at cost. The IVH current cost for the Hepatitis B immunization per employee is: 1<sup>st</sup> shot @\$60.55, 2<sup>nd</sup> shot @ \$60.55, and 3<sup>rd</sup> shot @ \$60.55). Proof of immunization shall be accepted by the IVH Employee Health

Department prior to the employee performing duties. (Attachment F – IVH Policies). The Hepatitis B immunization is a recommendation only and employees who sign the refusal form may still perform their work assignments at the IVH. However, Contractor's employees must all receive education regarding Hepatitis B and the immunizations available.

- 4.5.3 TB Testing:** Contractor shall furnish documentation consent/waiver of the TB test to the IVH Facility Coordinator and the IVH Employee Health Department prior to the employee performing duties. (Attachment F – IVH Policies).
- 4.5.4 Flu Vaccine:** The IVH will provide flu vaccines to the Contractor's employees as requested by Contractor. The current cost for a flu vaccine is \$17.00 per employee. The cost will vary as the cost of the vaccine changes every year.
- 4.5.5 COVID-19 Vaccine:** The IVH will provide Covid-19 vaccines to the Contractor's employees as requested by Contractor. There vaccine is currently offered at no additional cost to the Contractor. The IVH COVID-19 policy is attached and is subject to change based on health regulations.
- 4.5.6 Background Check:** The State requires Contractor to perform a background investigation inquiry for child abuse, dependent adult abuse, and felony crime convictions on all their employees who they assign to work at the IVH. This inquiry shall be conducted prior to the employment of all prospective employees. The Contractor will use the State of Iowa Department of Criminal Investigation for the Domestic Assault background check. The cost is currently \$15.00 per background check by last name and Contractors may get additional information at 515-725-6066. Contractor shall furnish documentation of these checks to the Facility Coordinator prior to the employee performing duties. This requirement is set forth in Chapter 135C of the Iowa Code. Any and all costs associated with performing the background investigation are the sole responsibilities of the Contractor.
- 4.5.7 Knowledge of IVH Policies/Procedures:** Contractor's employees assigned to work at the IVH will review and be knowledgeable of the IVH policies and procedures listed in Attachment F – IVH Policies upon employment and sign an acknowledgement. Contractor shall furnish a copy of the signed acknowledgement to IVH Facility Coordinator prior to the employee performing duties. Contractor shall keep all policies updated and made available to its employees assigned to work at the IVH.
- 4.5.8 Requirements for Employees Returning From Break:** Contractor's employees are required to have new physical and TB tests if there has been a break in their employment in the housekeeping department at the IVH and it has been more than three months since an employee's last physical and TB test. Contractor is required to perform a new Dependent Adult Abuse Registry and Criminal background check for all employees working in the IVH housekeeping department upon return from any break in employment.

#### **4.6 Contractor's Staffing Requirements**

The Contractor will furnish all labor with the necessary managing supervision to satisfactorily perform the housekeeping services at the frequency and during the times specified in Attachment B – Sample Tasks and Frequencies, as well as all administrative functions and special

projects associated with the work. The staff shall be the agents and employees of the Contractor and shall include, but not be limited to, a Project Manager who shall be the Contractor's chief manager in the performance of housekeeping services to be rendered in this RFP.

- 4.6.1** Contractor shall provide in their proposal a staffing plan for the facility including management and full and part-time employees. It is the sole responsibility of the Contractor to determine how many employees are needed to perform the services defined in this RFP.
- 4.6.2** There are currently two employee shifts. The day shift is 7:00AM to 3:30PM and the night shift is 3:30PM to 12:00AM. Both shifts have a 30 minute lunch period with two 15 minute breaks. It is the sole responsibility of the Contractor to determine their employee shifts, lunch periods, and break times.
- 4.6.3** Contractor shall provide supervisory personnel, on duty or on call, twenty-four (24) hours per day, 7 days per week, to respond to housekeeping emergencies.
- 4.6.4** Contractor shall have a supervisor of housekeeping or lead worker on the grounds for all housekeeping shifts, including weekends and holidays, to cover the shifts during 7AM to 12AM each day. Minimal coverage is currently being provided for holidays and weekends. Minimal coverage would include the following tasks:
- Public seating areas: 2X – AM & PM
  - All dining areas/dayrooms: 3X – after meals
  - Public restrooms: 2X – AM & PM
  - Break rooms: 2X – AM & PM
  - Unit corridors: 1X
  - Main and basement corridors: 2X – AM & PM
  - Resident bathrooms: 1X AM
  - Resident room: collect trash and spot clean only 1X AM
  - Set-up and tear-down for special events – the number of special events varies each year dependent upon resident requested events.
  - Respond to all service and/or clean-up requests/work orders
- 4.6.5** Should Contractor's employee take a sick day or vacation day, it is at the sole discretion of the Contractor to replace that employee during the period of illness or vacation.
- 4.6.6** The IVH requests that the Contractor staff nursing units with the same (permanent) employees to provide a resident centered atmosphere. The successful Contractor shall determine the appropriate staffing needs based upon the requirements of the RFP.
- 4.6.7** The Contractor shall require its employees to wear suitable attire and name tags during the performance of their duties herein. (Attachment F – IVH Policies) Contractor's employees' name tags are required to include:
- Contractor logo
  - Department
  - Employee photo
  - Employees full name

- 4.6.8 Contractor shall be responsible for providing Clerical support to enter daily updates into the cleaning software system to ensure accurate billing statements.
- 4.6.9 The Contractor shall instruct its employees to go about their work in a quiet manner, always respectful of the rights of the IVH Residents, Staff and Guest. Profanity and obscenity shall not be tolerated.
- 4.6.10 The Contractor's employees will not be responsible for moving resident furniture.
- 4.6.11 The Contractor shall instruct all employees that smoking, vaping or use of tobacco products are **strictly prohibited** on the IVH grounds.

#### 4.7 Janitorial Software

The Contractor will provide a janitorial management and billing software which will track buildings and rooms available for housekeeping/janitorial services including online and off-line rooms and the cleaning tasks. A sample report of these services is required to be provided with the proposal. Billing from this software will be reviewed each month by the IVH Domestic Services for accuracy.

IVH previously utilized Breeze management software, but that has since expired.

##### 4.7.1 Software

The successful Contractor's software to maintain the processes previously provided by Breeze. This will mean that instead of IVH staff entering the cleaning/building changes into their software system, the IVH would have access to Contractor's software and simply monitor and track the changes being entered into Contractor's software by Contractor's staff. **As part of the proposal, Contractors will address the following questions regarding their current software system:**

- A. What are your software licensing methods (i.e., does it come with purchase, part of the maintenance contract, subscription, etc.)?
- B. Tell us about your available hosting options (i.e., can the application be installed on premise, using any cloud-based hosting provider or software as a service)?
- C. How is your application accessed? (i.e., web based, thick client, etc.)
- D. What are your software security measures (i.e., does your software contain confidential data (personal identifiable information))
- E. Provide your client provided software's Service Level Agreement (SLA) including:
  - a. Hours of operation
  - b. When planned outages (service) occur
  - c. Unplanned downtime your software had in 2021 and 2022
- F. What modules or features does your software provide to help manage your services at various locations?
- G. How long have you been using your current software?
- H. Is the software industry specific or has it been customized to fit your business needs?

- I. Does it have the capability to take sections or rooms of a building offline from cleaning services when they are under construction or unavailable?
- J. Does your software track all inspection information?
- K. How long does your system maintain cleaning records?
- L. How often do you perform system backups? What is your process?
- M. If the IVH wanted to use your software to review and compare cleanable square footage numbers for the IVH facility and run reports, would that be possible with your current system or would IVH need to purchase a seat, license, etc.?
- N. What are the technical support hours for your software? What are the methods available to contact technical support?
- O. The Cost Proposal has a section for Contractors to enter an annual fee to provide software access and use to the IVH for the duration of the contract. This fee would be all inclusive.

#### **4.7.2 Policies for Software & Building Changes for Software**

- Cleaning tasks, square footage and area types for all buildings will be identified in the janitorial management software system. The software will be updated as conditions change. These changes will be reviewed and approved by the IVH Facility Coordinator and the Contractor's Project Manager before being entered into the janitorial management software.
- The IVH Facility Coordinator and the Contractor's Project Manager will confirm entry/changes to the janitorial management software after entries are completed.

#### **4.8 Reporting Requirements**

The Contractor shall prepare and provide the IVH Facility Coordinator with routine reports and any reasonable information which may from time-to-time be specifically requested. This includes the data or information needed to satisfy regulatory requirement. The Contractor shall share all records/data in regard to cleaning operations with IVH. Such records/data include, but are not limited to, the following:

- Daily report of activities.
- Daily check-off lists of work completed.
- Written inspections of employees, cleaning schedules, etc.

**4.8.1 Daily Report:** Contractor's representative shall prepare a daily report and submit same to the IVH Facility Coordinator indicating the areas cleaned and cleaning services performed.

**4.8.2 Weekly Report:** Contractor will provide the IVH Facility Coordinator a weekly list of areas being monitored with insect or pest control devices so that the pest control company is aware of the new areas being monitored.

**4.8.3 Monthly Report:** Contractor shall provide the IVH Facility Coordinator a monthly report listing employees and their assigned work areas, and employees no longer employed by the Contractor at the IVH. This list shall also include employees on extended leave of absence.



**4.8.4 Quarterly Report:** Contractor shall provide a quarterly report to the IVH Facility Coordinator listing all employees who have attended training events. These shall include training and in-services provided by the IVH or Contractor for employee education.

**4.9 Quality Control Mechanisms for Serviced Areas**

**4.9.1 Facility Plan:** To avoid damages to surfaces which might result from use of improper cleaning methods or materials, the state shall provide the overall plan of procedures and methods to be followed by the Contractor. Contractor will review overall plans and provide all proposed changes to the IVH Facility Coordinator for approval prior to signing the contract. This plan shall outline work schedules and the equipment and materials to be used in the various operations.

**4.9.2 Daily Check Off Sheets:** Daily check off sheets as identified in Attachment C – Task List shall be forwarded to the Contractor’s Project Manager on a daily basis. These reports shall be submitted upon request to the IVH Facility Coordinator.

**4.9.3 Weekly Meetings:** The IVH Facility Coordinator, Contractor’s Project Manager, and other interested representatives shall meet weekly, or as requested by either representative. Copies of the minutes of Consultation meetings shall be provided by the Contractor’s Project Manager to the IVH Facility Coordinator.

**4.9.4 Contractor Training:** Contractor management is required to conduct training for the first full week of employment for each employee to ensure each employee fully understands cleaning procedures and use of equipment. It is the Contractor responsibility to provide continuous monthly training for employees. Training logs shall be submitted upon request by IVH management.

**4.9.5 Weekly Inspections:** Weekly inspections of areas cleaned shall be conducted by the Contractor’s Project Manager, supervisors, or their respective designees. Contractor’s Project Manager will provide copies of inspections weekly to the IVH Facility Coordinator.

**4.9.6 Joint Facility Inspections:** Random Joint facility inspections shall be conducted by the Contractor’s Project Manager, the IVH Facility Coordinator, or their respective designees. A written copy of findings shall be made by the Contractor’s Project Manager and the IVH Facility Coordinator and copies provided to each. (Standards of Performance – Attachment E).

**4.9.7 Monthly Facility Inspections:** The IVH Facility Coordinator or its designee will be conducting monthly facility inspections and shall provide copies of those inspection reports to the Contractor’s Project Manager. The State reserves the right to inspect any area being cleaned by the Contractor at any time without prior notification to Contractor.

**4.9.8 Open Corridors:** When corridors are being stripped, either the left or right side of the full length of the corridor must remain open for traffic flow. Corridors shall never be fully blocked from traffic flow unless there is an emergency situation requiring such action.

#### **4.10 Contractor's Pest Control Responsibilities**

The Contractor shall have the following responsibilities in regard to insects and pests that are reported inside Residential and Public Buildings. The Contractor will not require a license to complete these tasks.

**4.10.1** The State contracts with an outside pest control service. This service is provided weekly. The pest control company selected by the state will provide pest and insect monitoring devices to the Contractor. The Contractor shall place pest control monitoring devices at the request of IVH staff where there have been sightings of pests and insects.

**4.10.2** The Contractor is responsible for the storage and placement of insect and pest control monitoring devices according to the guidelines of the product. The Contractor shall date all monitoring devices and inform the IVH Facility Coordinator of these storage locations.

**4.10.3** The Contractor shall dispose of insects and pests captured in pest control monitoring devices.

**4.10.4** Pest control vendor, IVH Facility Coordinator and Contractor shall work closely to identify and monitor pest control activities.

#### **4.11 Contractor's Committee Meeting and Holiday Responsibilities**

The Contractor shall provide a representative to attend various IVH committee meetings. Contractor's representative will be required to maintain a 90% attendance record at the required meetings. IVH Administration shall determine the committees at which the Contractor is to be represented. In addition to attending these meetings, the Contractor shall perform all appropriate responsibilities assigned to them by the committee.

##### ***Required committees:***

Environment of Care Committee (Monthly)

Facility EOC inspections

Safety committee

Infection Control Committee (Bi-monthly)

Training Coordinating Committee (Monthly)

Christmas Visit Day (Meets annually approximately 3-4 times starting end of October)

Resident Family Christmas day is held first Saturday in December

##### ***Suggested Committees:***

REAL Committee - (Recognizing Employee Achievements & Loyalty) (Monthly)

**4.11.1** The Contractor's Project Manager or designee shall be the primary person to whom questions or disputes are directed by the State through the Facility Coordinator.

**4.11.2** The IVH Facility Coordinator or designee shall be the primary person to whom questions or disputes are directed by the Contractor through the Contractor's Project Manager.

**4.11.3** Special work tasks are to be pre-scheduled to be completed on regular living areas, with Nursing Unit Coordinator 24 hours in advance. Approval must be granted by Nursing Unit Coordinator. No special work tasks shall be scheduled to be completed on Nursing Units on Saturdays, Sundays, or Holidays.

#### **4.12 Safety Requirements**

Contractor's employees shall:

- 4.12.1** Be knowledgeable of the procedures found in the IVH Emergency Disaster Plan and the Infection Control Policy Books.
- 4.12.2** Store all keys and electronic key cards in a locked cabinet when not in use. With the exception of Contractor's supervisory staff, keys and electronic key cards shall not be removed from the work site. All keys and cards used by staff must be signed for by completing the Key Check Out List Form (See Attachment F – IVH Policies).
- 4.12.3** Report fires, hazardous conditions and items in need of repair, including inoperative lights, leaky faucets, toilet stoppages, etc.
- 4.12.4** Close windows and turn off lights when not in use.
- 4.12.5** Lock rooms in security areas after cleaning and return keys to the designated office. They shall lock specified doors upon leaving the work area.
- 4.12.6** Assist, cooperate with, and accept direction and supervision from IVH staff in an emergency or natural disaster for the protection, safety, and comfort of IVH residents, patients, staff, and guests.
- 4.12.7** Report immediately accidents/incidents on the IVH property to the Facility Coordinator and Safety and Maintenance Manager or designee. The IVH shall be informed of situations that involve the health and/or safety concerns of residents and/or staff.'

#### **4.13 Contractor's Assigned Space for Business and Storage**

- 4.13.1** The Contractor will be responsible for cleaning all areas assigned to them for business and storage. These areas shall be maintained as though they were part of the regular cleaning schedule. Appropriate care shall be taken to prevent hazardous or flammable conditions in these areas.
- 4.13.2** The Contractor shall furnish, maintain, repair and replace at its own expense all office furniture, copying equipment, facsimile machines, personal computers (that are IVH approved), typewriters, calculators, office equipment, office and data processing supplies and forms, as well as postage. The Contractor shall use only forms approved by the State.
- 4.13.3** Square footage of all areas assigned to Contractor for business and storage will not be calculated in the overall square footage calculations for monthly billings.

#### **4.14 Miscellaneous Duties**

In addition to the work specified herein, the following additional duties shall be performed by the Contractor's employees in conjunction with the cleaning operation.

- 4.14.1** Turning in to the designated office all lost and found articles.
- 4.14.2** Contractor will assist in keeping outside furniture storage areas clean and organized
- 4.14.3** IVH encourages Contractor's employee participation in IVH activities with Contractors' approval to promote a partnership in service and care.

**4.14.4** The Contractor shall participate in the IVH recycling programs.

**4.14.5** Contractor is responsible for the installation of approved back flow devices on all water lines that are connected to IVH water systems.

**4.15 Emergency Preparations**

**4.15.1** Emergency Pandemic plan for additional supplies: Due to the threat of a medical pandemic, the Contractor will be required to maintain a two-month supply of housekeeping products on hand at all times. The inventory stock shall be rotated in a first-in first-out (FIFO) process.

**4.15.2 Training**

Contractor's staff shall participate in all emergency training and drills.

**4.15.3 Staffing**

The Contractor shall provide needed services in event of an emergency/disaster. Services could include, but are not limited to: the evacuation of residents and preparing areas for injured residents and staff.

**4.15.4** The Contractor shall ensure operation and coverage in the event of a labor dispute, strike, or emergency/disaster situations.

**4.16 Customer Service**

The Contractor shall respond to the IVH calls or emails concerning covered services within a maximum time frame of twelve (12) hours from receiving the call or email, excluding weekends or holidays. For holidays and weekends, the Contractor shall provide contact information to the IVH Facility Coordinator for emergency situations or for services which require rapid turnaround. Contractor will have 48 hours to respond to non-emergency and standard work order requests that do not require urgent attention.

**4.17 Snow and Leaf Removal and Patio Maintenance Responsibilities**

The Contractor is responsible for snow and leaf removal and patio and courtyard cleanup per the snow and leaf removal plans attached with this RFP.

**4.17.1 Snow Removal**

The hours for maintaining snow and ice removal in the entryways is between 7:00AM and 12:00AM. The IVH shall supply the salt/sand mixture and shovels for snow and ice removal.

**4.17.2 Cleaning Patios and Courtyards**

Patios and courtyards shall be swept and power washed as needed. Outdoor furniture will be wiped down as needed and trash removed. Leaves will be blown and bagged as needed. Contractor will provide all equipment including leaf blowers, etc. Power washers are provided by the IVH.

<b>SECTION 5      SPECIFICATIONS</b>
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**5.1      Overview**

The successful Respondent shall provide the goods and/or services to the State in accordance with the specifications and technical specifications as provided in this Section. The Respondent shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the specification. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the specifications of this RFP or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification (s) of this section, the Agency may reject the Proposal

**5.2      Mandatory Specifications**

All items listed in this section are Mandatory Specifications. Respondents must indicate either **“yes” or “no”** to each specification in their Proposals and provide an explanation as to how the specification is met. By indicating “yes” a Respondent agrees that it shall comply with that specification throughout the full term of the Contract, if the Respondent is successful. In addition, if specified by the specifications or if the context otherwise requires, the Respondent shall provide references and/or supportive materials to verify the Respondent’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate that the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Specifications, the Agency may reject the Proposal.

**5.2.1**      Upon award of a Contract for services, the Contractor shall provide a certificate of insurance which meets the requirements of this RFP.

**5.2.2**      Contractor’s staff operating IVH vehicle(s) must have a valid driver’s license.

**5.2.3**      Contractor’s employees must have a physical exam prior to employment per Section 4.5.1.

**5.2.4**      Contractor’s employees must have a TB test prior to employment per Section 4.5.3.

**5.2.5**      The State requires Contractor to perform a Criminal Background Check and a Dependent Adult Abuse Registry Information Check on all their staff who they assign to work at the IVH prior to employment per Section 4.5.5.

**5.2.6**      All of the Contractor’s employees must be able to communicate in the English language and comprehend the English language. When Contractor’s employees are within hearing distance of the IVH residents while performing work duties, they must converse using the English language only.

- 5.2.7** In the performance of work under the RFP, the Contractor shall meet CMS, State of Iowa, VA and other regulatory agencies' standards. The Contractor shall exercise its best efforts to cooperate with the IVH on any accreditation process.

### **5.3 Scored Technical Specifications**

All items listed below are Scored Specifications. All specifications will be evaluated and scored by the evaluation committee in accordance with Section 6. Respondent shall provide a detailed statement as applicable for each subsection:

- 5.3.1** The Respondent shall provide a point by point explanation of how it will comply with the requirements as outlined in Section 4 – Scope of Work. Respondent shall describe its approach and methodology in providing the required services.
- 5.3.2** The Respondent shall specify the types of equipment, chemicals, and cleaning agents which will be used to perform the services. Provide a description of the cleaning agents and proper techniques and procedures for cleaning and disinfecting to prevent the spread of infection.
- 5.3.3** The Respondent shall provide its proposed table of organization, **including the proposed number of employees** in each job class for each work assignment. Describe the qualifications necessary for employment by the Respondent for each job classification on the table of organization.
- 5.3.4** The Respondent shall provide a list of the training programs along with descriptions of training programs it will implement to familiarize its employees with the specific IVH policies and procedures listed in Attachment F – IVH Policies and the procedures found in the IVH Emergency Disaster Plan and the Infection Control Policy Books. Copies of the IVH Emergency Disaster Plan and the Infection Control Policy Books will be available upon request for potential Contractors at the Mandatory Site Visit to review.
- 5.3.5** Submit a description of the Respondent's formalized standard in-house and out sourced training programs for their employees. This is a requirement to meet CMS standards and State of Iowa certification standards.
- 5.3.6** The Respondent shall explain how they would respond to IVH complaints and suggestions. The Contractor shall provide information regarding its escalation process when a high priority service issue occurs.

<b>SECTION 6      EVALUATION AND SELECTION</b>
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**6.1 Introduction**

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest value to the State. Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State.

**6.2 Evaluation Committee**

The Agency will use an evaluation committee to conduct a comprehensive, fair, and impartial evaluation of Technical Proposals received in response to this RFP. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity that must approve the recommendation.

**6.3 Technical Proposal Evaluation and Scoring**

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications and Scored Technical Specifications described in Section 5.1 and 5.2. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with this Section. In addition to other RFP requirements, to be deemed a Responsive Proposal, the Technical Proposal must:

- Answer “Yes” to all parts of Section 5.1 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Content and Technical Criteria. If a Technical Proposal does not meet the minimum score, it will be rejected and the Respondent’s Cost Proposal will not be evaluated.

An addendum identifying the points assigned to the scoring criteria and identifying the minimum score for the Technical Proposal will be posted prior to the RFP closing.

**6.4 Cost Proposal Scoring**

After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the agency in evaluating, Cost Proposals may be evaluated and points awarded as follows. The Cost Proposals will remain sealed during the evaluation of the Technical Proposals and any demonstrations. Only prospective Respondents who obtain the minimum score for their Technical Proposal will be considered during the cost evaluation phase of the review process. When a Technical Proposal does not meet the minimum score, the associated Cost Proposal will remain unopened and will be returned to the Respondents upon request after the Lead State issues a Notice of Intent to Award the Contract. After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

To assist the Agency in evaluating, Cost Proposals may be evaluated and points awarded as follows:

- 1) The Cost Proposals will be ranked from least to most expensive.

- 2) The least expensive Cost Proposal shall receive the maximum number of points available.
- 3) To determine the number of points to be awarded to all other Cost Proposals, the least expensive Cost Proposal will be used in all cases as the numerator. Each of the other Cost Proposals will be used as the denominator per the example below.
- 4) The percentage will then be multiplied by the maximum number of available points and the resulting number will be the cost points awarded to other compliant Respondents. Percentages and points will be rounded to the nearest whole value.

Example:

Respondent A proposes \$35,000; Respondent B proposes \$45,000 and Respondent C proposes \$65,000.

Contractor A:  $\frac{\$35,000}{\$35,000} =$  receives 100% of available points on cost.

Contractor B:  $\frac{\$35,000}{\$45,000} =$  receives 78% of available points on cost.

Contractor C:  $\frac{\$35,000}{\$65,000} =$  receives 54% of available points on cost.

## 6.5 Tied Score and Preferences

- 6.5.1** 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 Respondents 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.
- 6.5.2** Notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.
- 6.5.3** In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Respondents complying with ESGR standards.
- 6.5.4** Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.
- 6.5.5** Preferences required by applicable statute or rule shall also be applied, where appropriate.



## SECTION 7 CONTRACT TERMS AND CONDITIONS

### 7.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFP or the Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Respondent's objection or amendment in writing.

The Contract terms and conditions in this Section 7, the General Terms and Conditions to the extent referenced and linked to on the RFP cover page, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Contractor. Once a Proposal has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFP or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract terms with the successful Respondent if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion.

- 7.1.1** Issue a Notice of Intent to Award in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;

- 7.1.2** Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;
- 7.1.3** Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;
- 7.1.4** Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award issued by the Agency as terms and conditions with which the agency will or will not agree or further negotiate shall be part of the Contract, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Contract between the parties. By executing and submitting its Proposal in response to this RFP, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications Respondent may request and may accept Respondent's proposal under the terms and conditions of this RFP and the Terms and Conditions.

## **7.2 Contractual Terms and Conditions – No Material Changes/Non-Negotiable**

Notwithstanding anything in this RFP to the contrary, Respondent may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

### **7.2.1 Indemnification**

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Respondents, or any other entity, against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words "indemnity" or "indemnify," are not clauses to which the State may agree. The State will not agree to clause that includes the language "to the extent permitted by law" because, as explained, the State cannot indemnify Respondents to any extent.

### **7.2.2 Limitation of Liability**

Iowa Code section 8A.311(22) and 11 Iowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

### **7.2.3 Jurisdiction and Venue**

Iowa Code chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in another state, and cannot agree to participate in any form of alternative dispute resolution.

#### **7.2.4 Confidentiality**

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code chapter 22.

#### **7.2.5 Unliquidated Expenses (i.e., Attorney Fees, Add-ons, or Cost Increases)**

The State may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate those funds that have been appropriated to it by the Iowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

### **7.3 Special Terms and Conditions**

#### **7.3.1 Order of Precedence**

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order:

- (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions;
- (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the RFP cover page of the Contract;
- (3) any terms and conditions attached to and accompanying this RFP as attachment 5 (Terms and Conditions);
- (4) any terms and conditions specifically set forth in this Section 6 - Contract Terms and Conditions & Administration set forth under a subsection with a title other than Special Terms & Conditions.

#### **7.3.2 Payment Terms**

##### **7.3.2.1 Payment Methods**

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are the preferred payment methods, but payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant. Respondents shall indicate in their Cost Proposals all of the payment methods they will accept. **This information will not be scored as part of the Cost Proposal or evaluated as part of the Technical Proposal.**

**7.3.2.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)**

The State of Iowa may make payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

[https://das.iowa.gov/sites/default/files/acct\\_sae/man\\_for\\_ref/forms/eft\\_aut\\_horization\\_form.pdf](https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_aut_horization_form.pdf)

**7.3.2.3 State Warrant**

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

**7.3.2.4 Credit card or ePayables**

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if the Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa's Terms of Pcard Acceptance. Respondents must provide a statement regarding their ability to meet the requirements in this subsection, as well as identify their transaction reporting capabilities (Level I, II, or III).

**7.3.2.5 Terms and Conditions for State of Iowa Purchasing Cards**

The State of Iowa shall pay the Contractor's invoices using its Purchasing Card Program (Pcard) whenever possible. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and remittance processing, allowing US Bank to pay the Contractor directly, generally within 48 hours of the transaction. The Contractor shall comply with security measures for Pcard payments including:

**7.3.2.5.1** Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;

**7.3.2.5.2** Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;

**7.3.2.5.3** Contractor shall not write down card numbers or store card information. When accepting orders by phone, the Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);

**7.3.2.5.4** Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;

**7.3.2.5.5** Contractor shall confirm that the name of the purchaser matches the name on the card;

**7.3.2.5.6** Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or “https” in the web address;

**7.3.2.5.7** Contractor shall shred any documentation with credit card numbers.

**7.3.2.6 State of Iowa Payment Terms**

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

**7.3.2.7 Respondent Discounts**

Respondents shall state in their Cost Proposals whether they offer any payment discounts.

**7.3.2.8 Prompt Payment Discount**

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

**7.3.2.9 Invoices**

Any invoices submitted must comply with applicable rules concerning payment of claims, including but not limited to those set forth in Iowa Administrative Code chapter 11—41.

**7.4 Insurance**

The Contract will require the successful Contractor to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Each Occurrence	\$1 Million
Excess Liability, Umbrella Form	Combined single limit	\$1 Million
	Each Occurrence	\$1 Million
	Aggregate	\$1 Million

Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

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.

#### **7.5 Contractor's Staff Requirements**

All staff provided under this Contract will at all times be under the direct control and supervision of the Contractor including while the staff is performing work under this Contract.

Contractor shall be solely responsible for the selection, hiring, disciplining, firing, and compensation of its staff. In the event the State believes that any staff fails to perform duties in a manner which is consistent with this Contract, the State shall notify Contractor. Contractor will then take action to investigate and resolve any performance issues. The State does not have any authority to discipline or reassign Contractor's staff.

Contractor will provide for and pay all employment costs of its staff including, but not limited to, worker's compensation, unemployment insurance, health insurance, and other benefits and compensation, and will make and remit all payroll withholdings with respect to its staff, as required by law. The State shall have no liability whatsoever for such employment costs to or for the benefit of the Contractor's staff. Evidence of payment of such benefits shall be provided to the State upon request.

#### **7.6 Resident Rights, Comfort, Safety, Protection, and Dignity**

**7.6.1** The State declares and the Contractor acknowledges that the civil and legal rights, safety, comfort, dignity and protection of IVH residents, and guests are of paramount importance to the mission of IVH. (Refer to Resident Rights and Responsibilities, Iowa Veterans Home Policy No. 205, Attachment F – IVH Policies.)

**7.6.2** The Contractor acknowledges that the State may implement additional policies or supplement current policies from time to time regarding the legal and civil rights, protection, comfort and safety of IVH residents, and guests, and the Contractor agrees to adhere to and abide by the above-referenced policies currently in effect and to any and all supplemented and additional policies which may be implemented during the contract term.

- 7.6.3** The Contractor further acknowledges that adherence to the above-referenced policies is of vital importance to the integrity and reputation of IVH, and the Contractor agrees that the State does not infringe upon or impair the right, duties and privileges of the Contractor as an employer to require the Contractor to obtain documents executed at least once annually by each agent and employee stating that the agent or employee understands and will comply with the policies as a condition of employment with the Contractor.
- 7.6.4** The Contractor shall maintain the required documents in Attachment F – IVH Policies, for each of the Contractor's current agents and employees working at IVH in any capacity. The Contractor also shall maintain the required documents on all former agents and employees who performed work for the Contractor at IVH during the period of the contract. The Contractor shall maintain the required documents for the term of the contract and all such documents shall be open at all times to inspection by authorized representatives of IVH and accrediting and certifying authorities.
- 7.6.5** The State further declares and the Contractor further acknowledges that the safety and protection of the residents and guests of IVH is of vital importance in an emergency or natural disaster. The Vender agrees that it will train its full-time and part time employees who perform work for the Contractor at IVH in the safety policies and procedures outlined in the "IVH Emergency/Disaster Plan", revised in 2020, shall be available for review at IVH during the mandatory site visitation as outlined in Section 2 herein). The Contractor further agrees that its agents and employees will follow the directions of and assist any authorized IVH representative during an emergency or natural disaster for the safety and protection of IVH residents and guests. The Contractor acknowledges that the State may, from time to time, supplement, amend, add, or replace the current "IVH Emergency/Disaster Plan", revised in 2020, and the Contractor, its agents and employees agree to adhere to and abide by the supplemented, amended, additional or replacement policies affecting the safety and protection of IVH residents and guests in an emergency or natural disaster.
- 7.6.6** The State declares and the Contractor acknowledges that the State, through IVH, is required by law to report verifiable incidents of dependent adult abuse, neglect or sexual abuse involving residents of IVH. The State further declares, and the Contractor agrees that a verifiable incident of dependent adult abuse, sexual abuse or neglect of an IVH resident by an agent or employee of the Contractor shall constitute a default under this Contract for which liquidated damages may be assessed pursuant to Chapter 6.10.12 above.
- 7.6.7** The State declares, and the Contractor acknowledges, that IVH may suffer damage if the Contractor, its agents and employees engage in conduct which discredits the reputation, good will and integrity of IVH. The State further declares, and the Contractor further acknowledges, that incidents of dependent adult abuse, sexual abuse or neglect perpetrated by the Contractor, its agents and employees against IVH residents constitutes conduct which discredits the reputation, good will and integrity of IVH. Therefore, in addition to any other damages for which the Contractor may be liable, the Contractor shall pay the State the amount established by the Iowa Courts or an independent arbitrator, if so designated, as liquidated damages for each incident of

dependent adult abuse, sexual abuse or neglect perpetrated against IVH residents by the Contractor, its agents and employees, provided that the incident is investigated jointly by the Facility Coordinator and the Project Manager and that the proper report regarding the findings and conclusion is forwarded to the IVH Regulation Compliance Officer and the investigation results in a "founded" incident. If, at any time or for any single "founded" incident, the State elects to waive the liquidated damages due under this paragraph, the failure of the State to require strict performance of this paragraph shall not constitute a waiver of the paragraph or, in any way, limit enforcement of this paragraph as to other "founded" incidents of dependent adult abuse, sexual abuse or neglect perpetrated by the Contractor, its agents and employees against IVH residents.

- 7.6.8** The State further declares and the Contractor further acknowledges that the safety, health and protection of the residents and guests of IVH are of vital importance. The Contractor agrees that it will train its full-time and part time employees who perform work for the Contractor at IVH in the Infection Control and Coop & Cog policies and procedures plan. These policies shall be available for review upon request at IVH during the mandatory site visitation as outlined in Section 2 herein. The Contractor acknowledges that the State may, from time to time, supplement, amend, add, or replace the current IVH Infection Control and Coop & Cog policies and procedures. The Contractor, its agents and employees agree to adhere to and abide by the supplemented, amended, additional or replacement policies affecting the safety health and protection of IVH residents and guests.

**7.7 Sub-Contracting**

Except as delineated in the contract, the Contractor is prohibited from sub-contracting, assigning, transferring, conveying, sub-letting or otherwise disposing of this agreement or its right, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the prior written agreement of the State.

**7.8 Mapping of Buildings**

The IVH continues to move forward in updating its facility. Due to the nature of the remodeling and construction taking place at the IVH, the cleaning tasks for any given area are subject to change at any given time. Building units on the IVH campus are subject to being closed for remodeling at any time. IVH will work closely with Contractor's staff to keep them informed of changes as they develop. Contractor will be provided with updated floor plans for any buildings being affected by remodeling or construction changes. These floor plans will contain room numbers, door frame numbers and square footage of each area. As a new area opens or an existing area reopens, the Contractor will be provided new floor plans as soon as they are available.

**7.9 Data Privacy**

**7.9.1** IVH and the Contractor mutually agree to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and Health Information and Technology and Clinical Health Act of 2009 (HITECH), and the rules and regulations set forth in the Code of Federal Regulations and Iowa Law.

**7.9.2** The Contractor will deliver empty HIPAA document containers to designated areas with a locked padlock attached to the container. The State will deposit all sensitive



documents into the large locked document containers. The Contractor will collect locked containers only and deliver to designated secured location. It is the States responsibility to keep the documents secured at all times.

#### **7.10 Warranties and Contractor's Duties**

**7.10.1** In the performance of the contract, the Contractor shall comply with all applicable requirements of VA, CMS, and State of Iowa laws and regulations governing health care facilities, as well as all applicable State and Federal laws and regulations governing employee safety and employee compensation.

**7.10.2** In the performance of the contract, the Contractor, its agents and employees shall, maintain applicable current permits, licenses, registrations and certificates as required by applicable federal, state, and local laws and regulations governing motor carriers, commercial drives and vehicle registration or certification.

**7.10.3** The Contractor shall comply with all applicable federal immigration and naturalization laws and regulations governing hiring and retention of employees.

**7.10.4** The Contractor warrants that it shall not conduct any business on the premises of IVH other than the business of the State for which the contract is awarded. The Contractor further warrants that it shall not allow any other entity or person to store materials or equipment in or on the State's property which are unrelated to the performance of the contract.

#### **7.11 State's Duties**

##### **7.11.1 Provision of Office, Storage, and Laundry Space**

During the periods of the contract, the State shall furnish the Contractor with reasonable office space shall use its best effort to ensure that such office space is available for occupancy by the Contractor on the date that the contract is implemented. The State shall furnish storage space for the Contractor, to the degree possible. No such space shall be for the exclusive use of the Contractor, and, with few exceptions, shall be under the lock and control of the Contractor.

The IVH agrees to provide the Contractor with the use of housekeeping office space, storage space, laundry facility space and custodial closets on the IVH premises from which to conduct its housekeeping services.

Following the date on which the contract is awarded, the Contractor shall promptly provide the State with a statement of its needs for office space.

##### **7.11.2 Provision of Office, Storage, and Laundry Space**

The IVH shall provide the Contractor with an on-site computer system, software and services that are comparable to the IVH system to receive internal emails, etc. The IVH shall provide Contractor IT services to ensure computers are compatible and systems the State requires are fully functioning.

#### **7.11.3 Provision of Interoffice Telephone Equipment**

The State shall furnish the Contractor with telephone equipment compatible with the State's interoffice telephone system. The State shall be responsible for maintenance and repair of the current interoffice telephone system and telephone equipment or replacement of the interoffice telephone system in the event that the State alters the system currently in use and the equipment currently in use becomes incompatible with the new telephone system.

#### **7.11.4 Provision of Utilities**

The IVH shall provide without charge to the Contractor the necessary use of all utilities, including water, sewer, electricity, heating, air conditioning, solid waste removal and in-house telephone service in connection with its housekeeping services during the period of the contract. The IVH shall pay for all utilities such as heat, gas, and electricity consumed within the facility or on the grounds. The IVH shall provide trash removal services and the water supply and any water system maintenance needed.

The Contractor must provide its own telephone service for outside calls at no cost to the IVH.

#### **7.11.5 Provision of Keys**

The State shall furnish the Contractor with the keys currently in use together with master keys and electronic entry key cards. The Contractor shall be charged \$15.00 per key for each key which is lost or misplaced during the contract term. Contractor shall be charged \$5.00 per electronic key card for each card which is lost or misplaced during the contract term. The Contractor shall obtain replacement keys and electronic cards from IVH only. The State retains the right to enter locked rooms and areas under the Contractor's custody and control in the event of an emergency or facility inspection without, the Contractor's prior knowledge or permission.

#### **7.11.6 Repair and Maintenance of the IVH Buildings, Equipment and Grounds**

The IVH shall be responsible for repair and maintenance of the IVH buildings and equipment including, but not limited to, walls, floor, roof, windows, central heating and air conditioning units, and garage doors. The State shall further be responsible for the repair and maintenance of the grounds, driveways and parking facilities. If damage to a building (for which the State would be otherwise responsible), the grounds, the driveways, or parking facilities is caused by the negligence of the Contractor or failure of the Contractor to perform its duties pursuant to the terms of the contract, the State shall cause necessary repairs to be made, and shall charge the Contractor for the cost of such repairs. The cost of such repairs may be deducted from payments due to the Contractor.

#### **7.11.7 Provision for Equipment**

The IVH will provide power washers for cleaning Contractor equipment and the IVH property.

### **7.12 Compensation**

#### **7.12.1 Pricing Matrix**

The pricing and fee schedules for the services in this RFP are set forth in the Cost Proposal. The parties agree that pricing and fee schedules will remain firm

during the term of this Contract including renewals. Travel and per diem expenses are treated as items of overhead and are not compensable as a separate item under this Contract.

#### **7.12.2 Monthly Billings**

The Contractor shall submit, at least once a month, an invoice for services rendered. Contractor will use reports from the Cleaning Software System for the creation of a monthly invoice. IVH will review the invoice for accuracy before it is submitted for payment by the Contractor. Invoices and all required supporting documentation shall comply with applicable State rules concerning payment of such claims. By signing an invoice, Contractor represents and warrants to the State that the services being billed are within the scope of services.

The invoices shall be submitted to the IVH. Payment shall be made upon certification of the Facility Coordinator of satisfactory performance. The Facility Coordinator shall have all rights of inspecting, examining, counting, or otherwise verifying the services rendered or goods delivered to ensure that they fully correspond to the description, quality, quantity and other details as provided for in the contract. If the services rendered do not correspond to the description, quality, quantity, etc. as detailed in the contract or are unsatisfactory in any manner, the Facility Coordinator shall have the right to make appropriate deductions or withhold full or part of the payment agreed upon until such time as the matter is resolved to the satisfaction of both parties.

The IVH shall pay all approved invoices in arrears and in conformance with Iowa Code Section 8A.514. The Iowa Veterans Home may vary the terms of this provision by paying the bill for services in less than 60 days as provided in Iowa Code Section 8A.514. However, an election to pay in less than 60 days shall not act as an implied waiver of Iowa Code Section 8A.514.

#### **7.12.3 Offset by State**

In the event that the Contractor is in arrears in payment of any State taxes or fees which are due to the State, the State may offset any taxes or fees in arrears from the payments to the Contractor under the contract.

**Attachment #1  
Response Check List\***

RFP REFERENCE SECTION	RESPONSE INCLUDED	
	Yes	No
<b>Technical Proposal</b>		
Transmittal Letter		
Table of Contents		
Executive Summary		
Firm Proposal Terms		
Respondent Background Information		
Experience		
Terminations		
Criminal History		
Acceptance of Terms and Conditions		
Specifications – Response to Mandatory and Scored Requirements as specified in Section 5.		
Implementation Plan		
Certification Letter		
Authorization to Release Information		
<b>Public Copy of Technical Proposal</b> with Confidential Information Excised (Optional)		
<b>Cost Proposal</b>		

\*This check list is for informational purposes only and may not be relied upon for accuracy. Respondents are solely responsible for including all required documentation and attachments in their proposal as specified in the RFP.

## ATTACHMENT #2

### Cost Proposal

Contractors shall complete the attached Cost Proposal Excel template and upload with bid as a separate attachment. **The per square footage cost for years 1 through 6 is an annual cost, NOT a monthly cost.** Contractor's per square footage cost is an all-inclusive price and should include, but is not limited to, consumable costs such as toilet paper, paper towels, can liners, etc.

The calculation below will be used to determine the maximum total cleanable square footage cost for each of the six contract years:

*Year 1 Sq. Ft. cost (Column B) x 646,866 (Maximum Total Cleanable Sq. Ft. for IVH facility) = Maximum Total Cleanable Sq. Ft. Cost for Year 1*

*Note: Bidders should plug their per square footage cost into this calculation to ensure they are bidding an annual cost per square foot.*

## **ATTACHMENT A**

### **Current Estimated Statistics, Products & Supplies**

Attachment A is a separate attachment of the RFP document and contains estimated building square footage, current beds in operations, products and supplies at the IVH facility.

## **ATTACHMENT B**

### **SAMPLE TASKS AND FREQUENCIES**

Attachment B is a separate attachment of the RFP document and contains sample tasks and frequencies as an example of the most common areas located in the IVH facility.

## **ATTACHMENT C**

### **TASK LIST**

Attachment C is a separate attachment of the RFP document which provides information on the provision of supplies and equipment, general task information, and a detailed task list with instructions.

## **ATTACHMENT D**

### **EMPLOYEE DETAIL & SUMMARY INSPECTION REPORT EXAMPLES**

Attachment D is a separate attachment of the RFP document which contains information on employee inspection reporting.

## **ATTACHMENT E**

### **STANDARDS OF PERFORMANCE**

Attachment E is a separate attachment of the RFP document contains examples of inspections sheets.

## **ATTACHMENT F**

### **IVH POLICIES**

Attachment F is a separate attachment of the RFP document which contains memorandums, policies, and other requirements which the Contractor agrees to comply with upon submission of a proposal. Some of the forms will need to be completed and returned to the Iowa Veteran's Home prior to the Contract start date.

## **ATTACHMENT G**

### **TASK FREQUENCY LISTS BY FACILITY**

Attachment G is a separate attachment of the RFP document providing a report of the task frequencies by facility.

## **ATTACHMENT H**

### **SNOW/LEAF REMOVAL DIAGRAMS & PLANS**

Attachment I is a separate attachment of the RFP document providing diagrams of the snow /leaf removal areas including square footages for facility buildings.