

Date Bids Due 11/19/2014		Time of Bid Opening 1:00 PM	Bid Opening Location 800 Lincoln Way, Ames, IA	
Proposal Number 13220	Description Cleaning Services for the Fairfield District Office, District Materials Office and District Maintenance Office			
Contract to Begin 11/26/2014	Date of Completion 11/25/2015	Proposal Guaranty Amount \$0.00	Liquidated Damages \$0.00	
Purchasing Agent Laura Linduski	E-Mail Address laura.linduski@dot.iowa.gov	Phone 515-239-1429	Fax 515-239-1538	
Company Name			Federal Tax ID	
Street Address		City	State	Zip Code
Supplier Contact (type or print)	E-Mail Address	Phone	Fax	
Supplier agrees to sell items/services at the same prices under the same terms and conditions to any other state agency, Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> YES <input type="checkbox"/> NO		Are you a Iowa Targeted Small Business? <input type="checkbox"/> YES <input type="checkbox"/> NO		

GENERAL INFORMATION

The bid package labeled "Vendor Copy" is retained by the bidder and includes a copy of the proposal, schedule of prices, Terms and Conditions, specifications, and other information you may need to prepare your bid. The copy labeled "Dot Copy" must be typed or completed in ink, signed, and returned prior to the bid opening date and time. Proposals must be submitted on the form supplied by the department.

Bids must be typed or completed in ink on the forms supplied by the department. You must sign your bid and seal it in the envelope provided. Bids must be received prior to the bid opening date and time. The bidder may personally deliver, mail, or select a carrier that ensures timely delivery. **Faxed bids will not be accepted.**

If required, each bid must be accompanied by a proposal guaranty in an accepted form, in the sum indicated above. Refer to the Standard Terms and Conditions for the accepted forms in which the proposal guaranty requirement may be fulfilled. Bids lacking a required proposal guaranty will not be considered for award. If the contractor fails to enter into a formal contract within fifteen (15) days after award is made, the proposal guaranty may be retained by the State.

PROPOSAL STATEMENT

The entire contents of this Proposal, Addendums to the Proposal, Specifications, Supplemental Terms and Conditions, Standard Terms and Conditions, and Schedule of Prices shall become part of the contract.

We promise to enter into a contract within fifteen (15) days after award or forfeit the proposal guaranty furnished herewith.

We promise to furnish all materials, equipment and/or services specified, in the manner and the time prescribed, at prices hereinafter set out.

We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; and that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor.

We certify that all materials, equipment and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this proposal.

We promise to complete the contract within the contract period, or pay any liquidated damages, if stipulated, for each calendar day as set forth in the bid documents.

Signed: _____ **Date:** _____



**Iowa Department of Transportation
Standard Terms and Conditions
For
Bid Proposals/Contracts**

-INFORMAL-

The entire contents of this bid proposal shall become a part of a contract or purchase order. In case of a discrepancy between the contents of the bid documents, the following items listed by descending order shall prevail:

- Addendums to the bid proposal
- Bid Proposal-
 - Schedule of Prices
 - Specifications
 - Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

Informal - means a limited solicitation type of procurement where a sufficient number of quotation or bids from qualified sources are obtained and the aggregate amount of the purchase is less than \$50,000.

(Example -if there is a statement in the specifications that contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply)

Preparation of Bid Response: All bid responses must address all aspects of the proposal including clearly answering all questions within the proposal. Bid responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT.

Bid responses must be signed and received prior to the bid opening date and time as indicated on the Bid Response cover page or bid opportunity. The signed, submitted quotation or bidder's proposal shall become the official bid response to be considered for award.

Bid responses may be sent by email, fax, weblink, or delivered by a courier that ensures timely delivery.

A. Bid Proposal

1. **Bid Opening:** Bid openings are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Proposals received after the time of the bid opening will be returned to the bidder and considered non-compliant.
2. **Communications:** Questions concerning this proposal should be directed to the purchasing agent listed on the bid proposal. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication.
3. **Pricing and Discount:** Unit prices shown on the bid/proposal shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the bid proposal. If there is a discrepancy between the unit bid prices, extension, or total amount of bid, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase. Discounts for early payment are allowed, but not considered in award of the contract.
4. **Acceptance/Rejection:** The Iowa DOT reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s). The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid. Bids must remain available for award for thirty (30) days from date of bid opening.

5. **Bid Results & Disclosure:** A bid tabulation will be sent to all responsive bidders with an award recommendation indicated. At the conclusion of the selection process, the contents of all received bid responses will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.
6. **Quality:** All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.
7. **Recycled Content:** The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. Recycled items or alternatives must be noted in the bid response, if known.
8. **Shipping Terms:** Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All deliveries charges shall be included in the bid price and paid by the Supplier. No collect C.O.D. deliveries shall be accepted. When entering into a contract, the Supplier shall notify the freight company that all freight and delivery charges are to be prepaid by the Supplier. Goods delivered to the Iowa DOT Distribution Center at 800 Lincoln Way, Ames, IA shall be received between the hours of 7:30 a.m. and 3:30 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to other Iowa DOT locations, the Supplier may contact the destination location for available times to deliver as not all Iowa DOT locations have the same business hours. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from contract or purchase order issues.

B. Award

The binding agreement (award) may be issued in the form a purchase order or contract or both depending on the requirements and complexity of the agreement.

1. **Method of Award:** Award shall be made to the lowest responsible, responsive bidder whose bid meets the requirements of the solicitation and is the most advantageous to the Iowa DOT unless otherwise specified. An Iowa bidder will be given preference over an out-of-state bidder when bid responses are equal in all aspects and are tied in price. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.
2. **Award Protests:** Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)"e" of the Iowa Administrative Code.
3. **Contracts:** Successful contractor(s) may be sent either a formal Contract, Notification of Award or purchase order as confirmation of acceptance and award. Any of these binding agreements shall be for the term stated in the bid proposal or on a purchase order and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement as defined. The successful bidder may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section.
4. **Payment Terms:** The Iowa DOT typically pays properly submitted vendor invoices within thirty (30) days of receipt, providing goods and/or services have been successfully delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT and must reference the purchase order number to be submitted for processing.
5. **Default:** Failure of the Supplier to adhere to specified delivery schedules or to promptly replace rejected materials shall render the Supplier liable for all costs in excess of the bid price when alternate procurement is necessary. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the binding agreement.

C. General

1. **Administrative Rules:** For Additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to a copy of their affirmative action program on file, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.
3. **Applicable Law:** The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. Any legal action relating to a contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.
4. **Conflict of Interest:** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, See Code of Iowa 314.2
5. **Debarment and Vendor Suspension:** By submitting a proposal, the contractor is certifying that it and its Principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.
6. **Equal Opportunity:** Firms submitting bids must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.
7. **Infringement:** Goods shall be delivered free of the rightful claim of any third party by way of infringement. Contractor shall indemnify and save harmless the State of Iowa and the Iowa DOT against all claims for infringement of, and/or royalties claimed under, patents or copyrights on materials and equipment furnished under this bid.
8. **Records Audit:** The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of a contract or purchase order.
9. **Targeted Small Businesses:** The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of good or services or both.
10. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
11. **Termination:**
 - **Termination Due to Lack of Funds or Change in Law**

The Iowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the vendor as a result of any of the following:

 - Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under contract.
 - Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the Iowa DOT's sole discretion, are insufficient for any reason.
 - The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.
 - The Iowa DOT's duties are substantially modified.

Following a 30 day written notice, the Iowa DOT may terminate a binding agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Supplier. Following termination upon notice, the Supplier shall be entitled to compensation upon submission of invoices and proper proof of claim for goods and services under contract up to and including the date of termination.



Schedule Of Prices

Number	13220
Date Required	11/19/2014 1:00 PM

Title Cleaning Services for the Fairfield District Office, District Materials Office and District Maintenance Office

Vendor

Delivery Location ,

PA Name Laura J Linduski

Shipping Terms FOB Job Site

Phone 515-239-1429

E-Mail laura.linduski@dot.iowa.gov

Description

Product Availability Days: _____

All items must be bid.

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1 District Office Building						
1.1	1	WEEK	Provide - Weekly Cleaning Services for District Office Building as per specifications.			
Comments:						
1.2	2	JOB	Provide Twice a Year Cleaning services for District Office Building as per specifications. Bi-Annual Cleaning scheduled with Sharon Brown.			
Comments:						
2 District Materials Office						
2.1	1	WEEK	Provide weekly cleaning services for District Materials Office per specifications.			
Comments:						
2.2	2	JOB	Provide twice a year cleaning services for District Materials Offices Bi-Annual Cleaning scheduled with Sharon Brown			
Comments:						
3 District Maintenance Office						
3.1	1	WEEK	Provide weekly cleaning services for Maintenance Office			
Comments:						
3.2	2	JOB	Provide twice a year cleaning services for District Maintenance Office Bi-Annual Cleaning scheduled with Sharon Brown			
Comments:						

I HEREBY CERTIFY THAT THIS PROPOSAL MEETS OR EXCEEDS THE MINIMUM REQUIREMENT INCLUDING SPECIFICATIONS AND ADDENDUMS.

Signature: _____ Date: _____

**Iowa Department of Transportation
Instructions To Bidders
For
Cleaning Services for the Fairfield District Office, District Materials Office and District
Maintenance Office
Letting Date: November 19, 2014 1:00 P.M.
Email rhonda.ruark@dot.iowa.gov
or Fax to: 515-239-1538**

Purpose

Contractor to provide cleaning services for Iowa Department of Transportation, Owner, as set forth in this proposal. This proposal covers the cleaning of the Department of Transportation three Fairfield district office buildings. The work shall be performed in a manner which reflects the standards of the Iowa DOT and the State of Iowa. The building shall always be clean and present an attractive appearance. The quality of work shall meet the high standards of the trade.

I. Contract Document Information

A. Owner:

The Owner of this project is the Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa 50010.

Project Location:

Items: 1. District Office	2. District Materials Office	3. District Maintenance Office
307 West Briggs Fairfield, IA	301 West Briggs Fairfield, IA	205 E. 227 th Street Fairfield, IA

Person to contact regarding site visit:

Sharon Brown	Ellen Davidson	Brenda Hadley
641-472-4171	641-472-3103	641-472-6142

Questions regarding the contract or proposal requirements should be directed to:

Purchasing Section
Rhonda Ruark, Purchasing Agent
Phone No. 515-239-1285 Fax No. 515-239-1538
Email: rhonda.ruark@dot.iowa.gov

Communications - Fax No. 515-239-1538

- Each bidder shall examine the Bidding Documents carefully and on or before November 13, 2014, and shall make written request for interpretation or correction of any inconsistency or error. Corrections will be issued by addendum.
- The Department of Transportation assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the contract documents

.Addendum

- Addenda, if issued, will be emailed to all known bidders, and acknowledgement of receipt of addenda will be indicated on the bidder's proposal form.
- All addenda so issued shall become part of the contract documents.
- **Contact Rhonda Ruark to be added to the bidder's list to ensure inclusion on any addendums.** (rhonda.ruark@dot.iowa.gov or 515-239-1285.)

Submission of Proposal

The proposal may be faxed (515-239-1538) or emailed (rhonda.ruark@dot.iowa.gov) to be received no later than **1:00 P.M. November 19, 2014.**

- This is a **mandatory** requirement and will not be waived by the Department. Any bid proposal received after this deadline will be rejected and returned to the vendor. Vendors mailing bid proposals must allow ample mail delivery time to ensure timely receipt of their bid proposals. It is the vendor's responsibility to ensure that the bid proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the bid proposal.
- Bid response must include a minimum of three references including contact names with corresponding phone numbers.
- Contractors must furnish all information necessary to evaluate the bid proposal. Bid proposals that fail to meet the mandatory requirements will be disqualified. Verbal information provided by the vendor shall not be considered part of the vendor's proposal.
- The costs of preparation and delivery of the bid proposal are solely the responsibility of the vendor.

Rejection of Bid Proposals

The Department reserves the right to reject any or all bid proposals, in whole and in part, received in response to this proposal at any time prior to the execution of a written contract.

II. General Requirements

Owner (Iowa Department of Transportation) is responsible for providing paper products, trash can liners, equipment (mops, brooms, vacuum), and related items. Contractor is to notify Owner when supplies are running low. (Contractor to allow two weeks for delivery of supplies.)

- Service to be provided other than our regular business hours: Monday through Friday 7:45 am to 4:30 p.m. Weekends are also available for cleaning. The Contractor shall provide all labor to effectively maintain the facility per specifications.
- The Contractor shall provide mentally alert and physically fit personnel to maintain the facility in a safe, clean, and attractive manner to the satisfaction of the Iowa DOT.
- No visitors, wives, husbands, or children of the Contractor or its employees will be allowed in the building during working hours unless they are bona fide employees of the Contractor and on duty.
- The Contractor shall provide the Iowa DOT with the names and telephone numbers of all on-call supervisory personnel.
- Firms submitting Bids must be an "Equal Opportunity Employer" as defined in the "Civil Rights Act of 1964" and in "Iowa Executive Order Number Thirty-Four.
- The Contractor shall not subcontract or assign this contract to any other firm without prior written consent from the Iowa Department of Transportation.
- Items are tied – all will be awarded to one contractor.

ITEM 1: DISTRICT OFFICE

307 West Briggs

Weekly Service

Restrooms Men's and Women's upstairs, Unisex downstairs

- Clean, sanitize and polish all vitreous fixtures including toilet bowls (inside and out), urinals and hand basins.
- Clean and sanitize toilet seats
- Clean all glass, mirrors, stainless steel covers, handrails, and metal towel dispensers.
- Empty all waste containers and disposals, insert liners as needed, spot clean and sanitize containers.
- Hazardous waste containers will be handled by Owner.
- Spot clean all walls, doors and partitions.
- Dust all horizontal surfaces including shelves, ledges, moldings, frames, ducts, heaters and exhaust fans.
- Sweep, damp mop and sanitize hard surface floors and baseboards.
- Clean and sanitize door handles/ plates, light switches
- Handrails,

General, Private Offices, Lobby, Conference, Copy Room, Halls, Entryways, Stairway, etc.

- Empty wastebaskets / trash containers and transport trash to designated area. Reline containers with plastic liners provided by customer.
- Empty recycle baskets and transport to designated area.
- Dust all exposed tables, chairs, filing cabinets, bookcases, and shelves, and cleared desks
- Dust all horizontal surfaces to hand height (70 inches), including shelves, moldings, ledges, sills, baseboards, etc.
- Remove dust and cobwebs from mopboards, ceiling areas, corners, etc., where possible
- Vacuum all upholstered office chairs
- Clean glass and metal entryway doors
- Damp mop hard surface floors as needed, minimum once per month
- Vacuum all carpet and runners (move chairs, wastebaskets and tables as necessary for access)
- Dust window blinds
- Clean and sanitize drinking fountains

Break Area (Downstairs):

- Wash and sanitize break room table tops, counters and backsplash, microwave and sink.
- Dust break room chairs
- Dust all horizontal surfaces
- Empty trash containers and transport trash to designated area. Reline trash containers with liners provided by Owner.
- Stairways, vacuum weekly and damp mop as needed, minimum of once monthly
- Clean and sanitize hand railing, light switch and surrounding wall area
- Vacuum hard surface floors weekly, damp mop as needed, minimum once per month

General

- Leave notice of any observed irregularities (defective plumbing, unlocked doors, lights left on etc.)
- For items furnished by the DOT: Contractor responsible to notify DOT representative when supplies are running low. ***Contractor to allow two weeks for replenishment of supplies.***

Twice a Year (To be done approximately in April and October)

- Clean exterior windows.
- Clean interior windows and glass hallway partitions.
- Strip, clean, refinish and machine polish hard surface floors (supplies and equipment to be provided by Contractor)
- Clean HVAC outlets and cold air returns throughout the building.

Other services or additional cleaning to be negotiated on a separate basis via mutual agreement of both parties.

ITEM 2: DISTRICT MATERIALS OFFICE

301 West Briggs

Weekly Service

Restrooms Men's and Women's upstairs, Men's and Unisex downstairs

- Clean, sanitize and polish all vitreous fixtures including toilet bowls (inside and out), urinals and hand basins.
- Clean and sanitize toilet seats
- Clean all glass, mirrors, stainless steel covers, handrails, and metal towel dispensers.
- Empty all waste containers and disposals, insert liners as needed, spot clean and sanitize containers.
- Hazardous waste containers will be handled by Owner.
- Dust all horizontal surfaces including shelves, ledges, moldings, frames, ducts, heaters and exhaust fans.
- Remove dust and cobwebs from mopboards, ceiling areas, corner, etc., where possible.
- Sweep, damp mop and sanitize hard surface floors and baseboards.
- Clean and sanitize door handles/ plates, light switches

General, Private Offices, Lobby, Copy room, Halls, Entryways, Etc. in East Section of Building (from Restroom Hall Area east)

- Empty wastebaskets / trash containers and transport trash to designated area. Reline containers with plastic liners provided by Owner.
- Dust all exposed tables, chairs, filing cabinets, bookcases, and shelves, and cleared desks
- Dust all horizontal surfaces to hand height (70 inches), including shelves, moldings, ledges, sills, baseboards, etc.
- Remove dust and cobwebs from mopboards, ceiling areas, corners, etc., where possible
- Vacuum all upholstered office chairs
- Clean glass and metal entryway doors
- Damp mop hard surface floors as needed, minimum once per month
- Wood floor near front entrance should be swept weekly, and mopped every two weeks with minimal water on floor to avoid damage to surface
- Vacuum all carpet and runners (move chairs, wastebaskets and tables as necessary for access)
- Dust window blinds
- Clean and sanitize drinking fountains

District Training Room (large training room in basement)

- Empty wastebaskets/trash containers and transport trash to designated area. Reline containers with plastic liners provided by Owner.
- Dust all exposed tables, chairs.
- Remove dust and cobwebs from mopboards, ceiling areas, corners, etc., where possible
- Damp mop hard surface floors as needed, minimum once per month
- Clean and sanitize drinking fountains.

Break Area:

- Wash and sanitize break room table tops, counters and backsplash, microwave and sink.
- Dust break room chairs
- Dust all horizontal surfaces
- Damp mop hard surface floor

General

- Leave notice of any observed irregularities (defective plumbing, unlocked doors, lights left on etc.)
- For items furnished by the DOT: Contractor responsible to notify DOT representative when supplies are running low. ***Contractor to allow two weeks for replenishment of supplies.***

Twice a Year (To be done approximately in April and October)

- Clean exterior windows.
- Clean interior windows
- Strip, clean, and machine re-polish hard surface floors in East Office area (including all restrooms) and District Training Room. Supplies and equipment to be provided by Contractor

Other services or additional cleaning to be negotiated on a separate basis via mutual agreement of both parties.

ITEM 3: DISTRICT MAINTENANCE OFFICE

205 E. 227th St.

Weekly Service

Restrooms Men's and Women's

- Hazardous waste containers will be handled by Owner.
- Spot clean all walls, doors and partitions.
- Dust all horizontal surfaces including shelves, ledges, moldings, frames, ducts, heaters and exhaust fans.
- Sweep, damp mop and sanitize hard surface floors and baseboards.
- Clean and sanitize door handles/ plates, light switches
- Clean, sanitize and polish all vitreous fixtures including toilet bowls (inside and out), urinals and hand basins.
- Clean and sanitize toilet seats
- Clean all glass, mirrors, stainless steel covers, handrails, and metal towel dispensers.
- Empty all waste containers and disposals, insert liners as needed, spot clean and sanitize containers.

General, Private Offices, Lobby, Conference, Copy Room, Halls, Entryways, etc.

- Empty wastebaskets / trash containers and transport trash to designated area. Reline containers with plastic liners provided by customer.
- Empty recycle baskets and transport to designated area.
- Dust all exposed tables, chairs, filing cabinets, bookcases, and shelves, and cleared desks
- Dust all horizontal surfaces to hand height (70 inches), including shelves, moldings, ledges, sills, baseboards, etc.
- Remove dust and cobwebs from mopboards, ceiling areas, corners, etc., where possible
- Vacuum all upholstered office chairs
- Clean glass and metal entryway doors
- Damp mop hard surface floors as needed, minimum once per month
- Vacuum all carpet and runners (move chairs, wastebaskets and tables as necessary for access)
- Dust window blinds
- Clean and sanitize drinking fountains

Break Area (Central):

- Wash and sanitize break room table tops, counters and backsplash, microwave and sink.
- Dust break room chairs
- Dust all horizontal services
- Empty trash containers and transport trash to designated area. Reline trash containers with liners provided by Owner.
- Clean and sanitize, light switch and surrounding wall area
- Vacuum hard surface floors weekly, damp mop as needed, minimum once per month

General

- Leave notice of any observed irregularities (defective plumbing, unlocked doors, lights left on etc.)
- For items furnished by the DOT: Contractor responsible to notify DOT representative when supplies are running low. ***Contractor to allow two weeks for replenishment of supplies.***

Other services or additional cleaning to be negotiated on a separate basis via mutual agreement of both parties.

Twice a Year (To be done approximately in April and October)

- Clean exterior windows.
- Clean interior windows and glass hallway partitions.
- Strip, clean, refinish and machine polish hard surface floors (supplies and equipment to be provided by Contractor)
- Clean HVAC outlets and cold air returns throughout the building.

III. Bidder Responsibilities

Site Visit:

Prospective bidders on this project are recommended to visit the job site prior to submitting a quotation for this work. Failure to conduct an on site survey may be grounds for disqualification of a bid at the discretion of the Owner/Engineer. Contact authorized DOT representative noted under site visit, who can do a walk through of the area and field questions.

- Each bidder, by submitting a bid, represents that they have read and understand the Bidding Documents, have visited the site and familiarized itself with conditions under which the work is to be performed. Extra compensation will not be allowed for any work or requirement of which the bidder could have been fully informed prior to submitting its bid.
- Unless otherwise provided in these instructions, no bidder shall modify, withdraw, or cancel their bid or any part thereof for thirty (30) days after time for opening bids.

IV. General Conditions

A. Codes, Laws and Ordinances

The Contractor shall comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work, including those of the Federal, State, and local agencies having jurisdiction. This shall include, but not be limited to, minimum wage, labor, and equal employment opportunity laws.

B. Work Conferences

Work Conferences may be scheduled throughout the contract year as needed.

C. Liability

The Contractor shall assume liability for the wrongful act(s) and/or omissions of its employees while they are on Iowa Department of Transportation premises. The Contractor or its insurer shall reimburse the Iowa DOT of Transportation for such damage or loss within thirty (30) days after a claim is submitted.

D. Affirmative Action - Contract Compliance

- The Contractor, Sub-Contractor, vendor or supplier is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action.
- The Contractor, Sub-Contractor, vendor, or supplier may be required to have on file a copy of their affirmative action program, containing goal and time specifications.
- Contractors, Sub-Contractors, vendors, or suppliers doing business with the state in excess of \$5,000.00 annually and employing 50 or more full time employees may be required to submit to the Iowa Department of Management a copy of their affirmative actions plan.
- Failure to fulfill these nondiscrimination requirements shall be regarded as material breach of contract and may cause the contract to be canceled, terminated, or suspended in whole or in part and the Contractor, Sub-Contractor, vendor, or supplier may be declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.

Notice of Tax Exempt Status

The Department of Transportation is exempt from paying sales and use taxes. ***Do not include sales tax in your bid for this project.***

Labor Regulations

All contractors, before entering into a contract with the Department, must be registered with the Division of Labor in the Iowa Department of Workforce Development (515-281-3606) according to chapter 91C, Code of Iowa 2003.

Targeted Small Business Program

The 1986 Iowa Legislature enacted legislation relating to procurement from Iowa Targeted Small Businesses. (Iowa Code, Chapter 73. And Iowa Administrative Code rules 820--[01,B] Chapter 2). It is hereby agreed that when entering into a contract with the State of Iowa, the vendor/contractor will take documented steps to encourage participation from TSB's for the purpose of subcontracting and supplying of materials.

A list of Targeted Small Business Contractors is available on the Internet at <https://dia.iowa.gov/tsb> and click on Search Targeted Small Businesses.

Suspensions and Debarment.

The Vendor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Agency or agency. The Vendor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.

Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Iowa DOT shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under this Contract.

Funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Iowa DOT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Iowa DOT in its sole discretion; or

The Iowa DOT's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

The Iowa DOT's duties programs or responsibilities are modified or materially altered; or

If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.

The Agency shall provide Vendor with written notice of termination pursuant to this section.

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 105.5(1)-(2), 105.12(4).

V. Contract Award

A. Contract Award

- The Iowa DOT may award the contract, after bids are opened, to the responsible Contractor whose bid conforms to the proposal and is the most advantageous to the Iowa DOT, price and other factors considered.
- The Iowa DOT reserves the right to request oral interviews, prior to award.
- Protests of award shall be made in accordance with Administrative Code 761--20.4(6)"e."

*For the purpose of this paragraph, contractor shall include other contractors, which share any directors, officers or ownership interest.

B. Payment

- The Contractor will submit an invoice on or near the first of each month for services rendered during the previous month.
- Invoices will be sent to each location where the services are rendered.
- Payment terms: Net 30 Days.

C. Contract Extensions

- The contract may be extended, upon mutual agreement, for a total of four (4) years in twelve (12) month increments. Contract Extensions form shall be sent to Contractor for signature.
- Compensation payable to the Contractor hereunder shall be fixed for the first twelve (12) months of this contract.
- A contract extension shall be sent to Contractor sixty (60) calendar days prior to contract end date.
- If a price increase is requested by the Contractor, this amount may not exceed the Consumer Price Index (CPI) for All Urban Consumers, all items, as published by the U.S. Bureau of Labor Statistics.
- If the Contract is extended upon mutual agreement, the Contractor must provide updated Insurance Certificates for the new extended period.

D. Remedies Upon Default

- The Iowa DOT will decide any and all questions which may arise concerning contract language, the responsibilities of the Contractor and the quality and acceptability of all work performed under this contract.
- The appearance of the building interior/affected areas listed in General Requirements, as well as satisfactory performance of all obligations of the contract, reflect upon the image of the Iowa DOT and the State of Iowa. Any deficiencies by the Contractor in performing the

G. Revisions

The Iowa DOT reserves the right to revise the work schedule and to make other changes within this proposal as may be deemed necessary to best serve the interests of the State. Changes in compensation will be negotiated and shall be documented by formal amendment to the contract. All changes shall be in writing.

H. Immunity of Iowa Department of Transportation

The Contractor shall defend, indemnify and hold harmless the Iowa Department of Transportation, and its officials and employees from liability arising out of or resulting from the Contractor's activities, its performance or attempted performance of the contract, as well as the Contractor's activities with Sub-Contractors and all other third parties.

I. Provisions

In the event the Iowa DOT accepts the Contractor's proposal, the following provisions shall be called for in the final contract. These provisions are not negotiable. Failure to accept any of these provisions now, or in the final contract, shall result in the rejection of the proposal:

- A. Should the Contractor fail either to include in the quoted price, or to deliver to the State, any components or features that are necessary to perform as proposed in the response to the RFP, the Contractor shall be required to provide the same at the Contractor's own expense.
- B. The Contractor shall indemnify and hold harmless the Iowa DOT and its officials, agents, and employees from and against all claims, damages, losses, and expenses including attorneys' fees, arising out of or resulting from the performance of the contract, maintenance agreement, or lease entered into as a result of the Request For Proposal. Provided however, that any such claim, damage, loss or expense (1) is attributable to bodily injury (including personal injury), sickness, disease, or death, or to injury to or destruction of tangible property, and (2) is caused in whole or in part by any act or omission of the Contractor, any Sub-Contractor, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the Iowa DOT.
The Contractor shall indemnify and hold harmless the Iowa DOT, its officials, agents, and employees from and against any claim by any Sub-Contractor, anyone directly or indirectly employed by a Sub-Contractor or anyone for whose acts any Sub-Contractor may be liable. The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-Contractor under Workers Compensation Acts, disability benefit acts or other employee benefit acts.
- C. There shall be no substitution of materials or services specified without the prior written consent of the Iowa DOT.
- D. The Prime Contractor shall be responsible for the performance of any Sub-Contractors that are used.
- E. Failure of the Iowa DOT at any time to require strict performance of any provision of the contract shall not constitute a waiver of that provision nor in any way limit enforcement of the provision. The existence or exercise of any remedy, under the contract shall not be considered a waiver of any other remedy provided for in the contract or authorized by law.