



**Request for Proposal
For
Interstate Rest Area Janitorial Maintenance
Issued by:**

IOWA DEPARTMENT OF TRANSPORTATION
Purchasing Section
Proposal No. 16494
Response Due Date: June 8, 2016

Must be submitted no later than 1:00 PM Central Time
Responses received after this date will be rejected

***For information about this notice, and during this procurement,
interested persons shall contact only:***

Laura Linduski
800 Lincoln Way
Ames, Iowa 50010
Phone: 515-239-1429
Fax: 515-239-1538
E-Mail: laura.linduski@dot.iowa.gov

Issued addenda will be posted to internet website:

<http://www.iowadot.gov/purchasing>

Procurement Timetable

The following dates are set forth for informational and planning purposes. However, the Department reserves the right to change the dates. All times listed are Central Time.

Event/Dates	Section Reference	Date/Time
Issue RFP	cover	5/18/2016
Number of returned Responses Required		1
Site visit for each location being bid unless you are the current service provider	2.32	Before Jun 1, 2016
Bidder Questions, Requests for Clarification, & Changes <i>(no later than)</i>	2.2/2.5	June 1, 2016
DOT Response to Questions Issued <i>(no later than)</i>	2.2/2.5	June 3, 2016
Bid Opening/Proposal Due	2.8/2.9	June 8, 2016
Presentations & Demonstrations "Short list" <i>(by invitation only)</i>	2.22/ 5.3	N/A
Announce Successful Bidder Intent to Award* <i>see note below</i>	2.22	June 15, 2016
Completion of Contract Negotiations & Execution of the Contract	2.22	June 20, 2016
Contract Begin Date	6.2	July 1, 2016
Contract End Date	6.2	June 30, 2017

***Intent to Award MATCH SECTION 4.2.13**

It is intended that Responses will be evaluated and a notice of intent to award will be issued within thirty (30) days of the Response Due Date. Response prices, terms and conditions must be held firm for a 180-day period from the date of the notice of intent to award the contract.



Solicitation Response

		Response Due Date June 8, 2016	Time 1:00 P.M.	Location 800 Lincoln Way, Ames, IA	
Proposal Number 16494	Description Interstate Rest Area Janitorial Maintenance				
Contract Begin Date July 1, 2016	Contract Completion Date June 30, 2016	Bid Bond N/A () % of submitted bid	Performance Bond (Y/N) N	Liquidated Damages See RFP	
Purchasing Agent assigned Laura Linduski	E-mail Address Laura.linduski@dot.iowa.gov	Phone 515-239-1429	Fax 515-239-1538		
RESPONDER INFORMATION					
Company Name				Federal Tax ID	
Street Address		City	State	Zip Code	
Contact Name	E-mail Address		Phone	Fax	
Responder agrees to sell goods/services or both at the same prices, terms and conditions to any other Iowa state agency, Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> Yes <input type="checkbox"/> No			Responder is an Iowa Targeted Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No		

GENERAL INFORMATION

This solicitation includes the Solicitation Response cover page, Schedule of Prices, Standard Terms and Conditions, Supplemental terms (if any), Specifications, Plans and Drawings, mailing label and all other information needed to prepare and submit a response to the solicitation. Information in the "Solicitation Response" above must be typed or completed in ink, signed, and returned in a flat style envelope along with any other information required in the solicitation prior to the response due date and time. Please use the furnished mailing label, or label the response as "Iowa Department of Transportation, proposal number and response due date on the outside of the return envelope. Responders may personally deliver, mail, or select a carrier that ensures timely delivery. **Faxed or e-mail responses will not be accepted.**

If required, each response must be accompanied by a bid bond in an accepted form, in the percent amount indicated above. Refer to the Standard Terms and Conditions for the accepted forms in which the bid bond requirement may be fulfilled. **Responses without a required bid bond will not be considered for award.** If the intended awarded responder fails to enter into a formal contract within fifteen (15) days after award is made for any reason on their part, the bid bond may be retained by the State.

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

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 response; that this response has been independently arrived at without collusion with any other responder, competitor, or potential competitor; and that this response has not been knowingly disclosed prior to the opening of responses to any other responder or competitor.

We certify that all materials, equipment goods and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this solicitation including delivery schedules. 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 solicitation documents.

Signed _____ Date _____

FY 2017 Contract Hours

Interstate Rest Area Janitorial Contract

Group 1A - Sgt. Bluff / Bldg. #15

Unit Price - \$

Month	Days Per Month	Hours Per Day	Hours Per Month	Cost Per Month
<i>July</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>August</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>September</i>	<i>30</i>	<i>40</i>	<i>1200</i>	
<i>October</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>November</i>	<i>30</i>	<i>40</i>	<i>1200</i>	
<i>December</i>	<i>31</i>	<i>32</i>	<i>992</i>	
<i>January</i>	<i>31</i>	<i>32</i>	<i>992</i>	
<i>February</i>	<i>28</i>	<i>32</i>	<i>896</i>	
<i>March</i>	<i>31</i>	<i>32</i>	<i>992</i>	
<i>April</i>	<i>30</i>	<i>32</i>	<i>960</i>	
<i>May</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>June</i>	<i>30</i>	<i>40</i>	<i>1200</i>	
		<i>Total</i>	<i>13392</i>	

FY 2017 Contract Hours

Interstate Rest Area Janitorial Contract

Group 1A - Sgt. Bluff / Bldg. #16

Unit Price - \$

<i>Month</i>	<i>Days Per Month</i>	<i>Hours Per Day</i>	<i>Hours Per Month</i>	<i>Cost Per Month</i>
<i>July</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>August</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>September</i>	<i>30</i>	<i>16</i>	<i>480</i>	
<i>October</i>	<i>31</i>	<i>9</i>	<i>279</i>	
<i>November</i>	<i>30</i>	<i>9</i>	<i>270</i>	
<i>December</i>	<i>31</i>	<i>9</i>	<i>279</i>	
<i>January</i>	<i>31</i>	<i>9</i>	<i>279</i>	
<i>February</i>	<i>28</i>	<i>9</i>	<i>252</i>	
<i>March</i>	<i>31</i>	<i>9</i>	<i>279</i>	
<i>April</i>	<i>30</i>	<i>9</i>	<i>270</i>	
<i>May</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>June</i>	<i>30</i>	<i>16</i>	<i>480</i>	
		<i>Total</i>	<i>4356</i>	

FY 2017 Hours & Contract Costs

Interstate Rest Area Janitorial Contract

Group 1B - Onawa / Bldg. #27 & #28

Unit Price - \$

<i>Month</i>	<i>Days Per Month</i>	<i>Hours Per Day</i>	<i>Hours Per Month</i>	<i>Cost Per Month</i>
<i>July</i>	<i>31</i>	<i>16</i>	<i>992</i>	
<i>August</i>	<i>31</i>	<i>16</i>	<i>992</i>	
<i>September</i>	<i>30</i>	<i>16</i>	<i>960</i>	
<i>October</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>November</i>	<i>30</i>	<i>9</i>	<i>540</i>	
<i>December</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>January</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>February</i>	<i>28</i>	<i>9</i>	<i>504</i>	
<i>March</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>April</i>	<i>30</i>	<i>9</i>	<i>540</i>	
<i>May</i>	<i>31</i>	<i>16</i>	<i>992</i>	
<i>June</i>	<i>30</i>	<i>16</i>	<i>960</i>	
		<i>Total</i>	<i>8712</i>	

FY 2017 Hours & Contract Costs
Interstate Rest Area Janitorial Contract
Group 1B - Onawa / Bldg. #27 & #28

Unit Price - \$

Month	Days Per Month	Hours Per Day	Hours Per Month	Cost Per Month
<i>July</i>	<i>31</i>	<i>16</i>	<i>992</i>	
<i>August</i>	<i>31</i>	<i>16</i>	<i>992</i>	
<i>September</i>	<i>30</i>	<i>16</i>	<i>960</i>	
<i>October</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>November</i>	<i>30</i>	<i>9</i>	<i>540</i>	
<i>December</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>January</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>February</i>	<i>28</i>	<i>9</i>	<i>504</i>	
<i>March</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>April</i>	<i>30</i>	<i>9</i>	<i>540</i>	
<i>May</i>	<i>31</i>	<i>16</i>	<i>992</i>	
<i>June</i>	<i>30</i>	<i>16</i>	<i>960</i>	
		<i>Total</i>	<i>8712</i>	

Additional Information:

Contract # -

1st Year	Original Contract Per	7-1-16 / 6-30-17
2nd Year	Yes ___	7-1-17 / 6-30-18
3rd Year Ext.	Yes ___	7-1-18 / 6-30-19
4th Year Ext.	Yes ___	7-1-19 / 6-30-20

Schedule Letting - May 2020

Contact:

Comments: _____

Cell:

e-mail:

FY 2017 Hours & Contract Costs

Interstate Rest Area Janitorial Contract

Group 2A - Missouri Valley / Bldg. #25 & #26

Unit Price - \$

<i>Month</i>	<i>Days Per Month</i>	<i>Hours Per Day</i>	<i>Hours Per Month</i>	<i>Cost Per Month</i>
<i>July</i>	<i>31</i>	<i>16</i>	<i>992</i>	
<i>August</i>	<i>31</i>	<i>16</i>	<i>992</i>	
<i>September</i>	<i>30</i>	<i>16</i>	<i>960</i>	
<i>October</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>November</i>	<i>30</i>	<i>9</i>	<i>540</i>	
<i>December</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>January</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>February</i>	<i>28</i>	<i>9</i>	<i>504</i>	
<i>March</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>April</i>	<i>30</i>	<i>9</i>	<i>540</i>	
<i>May</i>	<i>31</i>	<i>16</i>	<i>992</i>	
<i>June</i>	<i>30</i>	<i>16</i>	<i>960</i>	
		<i>Total</i>	<i>8712</i>	

FY 2017 Hours & Contract Costs
Interstate Rest Area Janitorial Contract
Group 3A - Underwood / Bldg. #29

Unit Price -

<i>Month</i>	<i>Days Per Month</i>	<i>Hours Per Day</i>	<i>Hours Per Month</i>	<i>Cost Per Month</i>
<i>July</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>August</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>September</i>	<i>30</i>	<i>16</i>	<i>480</i>	
<i>October</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>November</i>	<i>30</i>	<i>16</i>	<i>480</i>	
<i>December</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>January</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>February</i>	<i>28</i>	<i>16</i>	<i>448</i>	
<i>March</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>April</i>	<i>30</i>	<i>16</i>	<i>480</i>	
<i>May</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>June</i>	<i>30</i>	<i>16</i>	<i>480</i>	
		<i>Total</i>	<i>5840</i>	

FY 2017 Hours & Contract Costs

Interstate Rest Area Janitorial Contract

Group 3A - Underwood / Bldg. #30

Unit Price - \$

<i>Month</i>	<i>Days Per Month</i>	<i>Hours Per Day</i>	<i>Hours Per Month</i>	<i>Cost Per Month</i>
<i>July</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>August</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>September</i>	<i>30</i>	<i>40</i>	<i>1200</i>	
<i>October</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>November</i>	<i>30</i>	<i>40</i>	<i>1200</i>	
<i>December</i>	<i>31</i>	<i>32</i>	<i>992</i>	
<i>January</i>	<i>31</i>	<i>32</i>	<i>992</i>	
<i>February</i>	<i>28</i>	<i>32</i>	<i>896</i>	
<i>March</i>	<i>31</i>	<i>32</i>	<i>992</i>	
<i>April</i>	<i>30</i>	<i>32</i>	<i>960</i>	
<i>May</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>June</i>	<i>30</i>	<i>40</i>	<i>1200</i>	
		<i>Total</i>	<i>13392</i>	

Additional Information:

FY 2017 Hours & Contract Costs

Interstate Rest Area Janitorial Contract

Group 3B - Pacific Junction / Bldg. #35 & #36

Unit Price - \$

<i>Month</i>	<i>Days Per Month</i>	<i>Hours Per Day</i>	<i>Hours Per Month</i>	<i>Cost Per Month</i>
<i>July</i>	<i>31</i>	<i>16</i>	<i>992</i>	
<i>August</i>	<i>31</i>	<i>16</i>	<i>992</i>	
<i>September</i>	<i>30</i>	<i>16</i>	<i>960</i>	
<i>October</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>November</i>	<i>30</i>	<i>9</i>	<i>540</i>	
<i>December</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>January</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>February</i>	<i>28</i>	<i>9</i>	<i>504</i>	
<i>March</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>April</i>	<i>30</i>	<i>9</i>	<i>540</i>	
<i>May</i>	<i>31</i>	<i>16</i>	<i>992</i>	
<i>June</i>	<i>30</i>	<i>16</i>	<i>960</i>	
		<i>Total</i>	<i>8712</i>	

Additional Information:

FY 2017 Hours & Contract Costs
Interstate Rest Area Janitorial Contract
Group 6B - Mitchellville / Bldg. #11

Unit Price - \$

<i>Month</i>	<i>Days Per Month</i>	<i>Hours Per Day</i>	<i>Hours Per Month</i>	<i>Cost Per Month</i>
<i>July</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>August</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>September</i>	<i>30</i>	<i>16</i>	<i>480</i>	
<i>October</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>November</i>	<i>30</i>	<i>16</i>	<i>480</i>	
<i>December</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>January</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>February</i>	<i>28</i>	<i>16</i>	<i>448</i>	
<i>March</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>April</i>	<i>30</i>	<i>16</i>	<i>480</i>	
<i>May</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>June</i>	<i>30</i>	<i>16</i>	<i>480</i>	
		<i>Total</i>	<i>5840</i>	

FY 2017 Hours & Contract Costs

Interstate Rest Area Janitorial Contract

Group 6B - Mitchellville / Bldg. #12

Unit Price - \$

<i>Month</i>	<i>Days Per Month</i>	<i>Hours Per Day</i>	<i>Hours Per Month</i>	<i>Cost Per Month</i>
<i>July</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>August</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>September</i>	<i>30</i>	<i>40</i>	<i>1200</i>	
<i>October</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>November</i>	<i>30</i>	<i>40</i>	<i>1200</i>	
<i>December</i>	<i>31</i>	<i>32</i>	<i>992</i>	
<i>January</i>	<i>31</i>	<i>32</i>	<i>992</i>	
<i>February</i>	<i>28</i>	<i>32</i>	<i>896</i>	
<i>March</i>	<i>31</i>	<i>32</i>	<i>992</i>	
<i>April</i>	<i>30</i>	<i>32</i>	<i>960</i>	
<i>May</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>June</i>	<i>30</i>	<i>40</i>	<i>1200</i>	
		<i>Total</i>	<i>13392</i>	

FY 2017 Contract Hours

Interstate Rest Area Janitorial Contract

Group 8A - Dows / Bldg. #40

Unit Price \$

<i>Month</i>	<i>Days Per Month</i>	<i>Hours Per Day</i>	<i>Hours Per Month</i>	<i>Cost Per Month</i>
<i>July</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>August</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>September</i>	<i>30</i>	<i>40</i>	<i>1200</i>	
<i>October</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>November</i>	<i>30</i>	<i>40</i>	<i>1200</i>	
<i>December</i>	<i>31</i>	<i>32</i>	<i>992</i>	
<i>January</i>	<i>31</i>	<i>32</i>	<i>992</i>	
<i>February</i>	<i>28</i>	<i>32</i>	<i>896</i>	
<i>March</i>	<i>31</i>	<i>32</i>	<i>992</i>	
<i>April</i>	<i>30</i>	<i>32</i>	<i>960</i>	
<i>May</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>June</i>	<i>30</i>	<i>40</i>	<i>1200</i>	
		<i>Total</i>	<i>13392</i>	

FY 2017 Hours & Contract Costs

Interstate Rest Area Janitorial Contract

Group 9B - Victor / Bldg. #5 & #6

Unit Price - \$

<i>Month</i>	<i>Days Per Month</i>	<i>Hours Per Day</i>	<i>Hours Per Month</i>	<i>Cost Per Month</i>
<i>July</i>	<i>31</i>	<i>16</i>	<i>992</i>	
<i>August</i>	<i>31</i>	<i>16</i>	<i>992</i>	
<i>September</i>	<i>30</i>	<i>16</i>	<i>960</i>	
<i>October</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>November</i>	<i>30</i>	<i>9</i>	<i>540</i>	
<i>December</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>January</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>February</i>	<i>28</i>	<i>9</i>	<i>504</i>	
<i>March</i>	<i>31</i>	<i>9</i>	<i>558</i>	
<i>April</i>	<i>30</i>	<i>9</i>	<i>540</i>	
<i>May</i>	<i>31</i>	<i>16</i>	<i>992</i>	
<i>June</i>	<i>30</i>	<i>16</i>	<i>960</i>	
		<i>Total</i>	<i>8712</i>	

FY 2017 Hours & Contract Costs

Interstate Rest Area Janitorial Contract

Group 10A - Tiffin / Bldgs. #9 & #10

Unit Price - \$

<i>Month</i>	<i>Days Per Month</i>	<i>Hours Per Day</i>	<i>Hours Per Month</i>	<i>Cost Per Month</i>
<i>July</i>	<i>31</i>	<i>80</i>	<i>2480</i>	
<i>August</i>	<i>31</i>	<i>80</i>	<i>2480</i>	
<i>September</i>	<i>30</i>	<i>80</i>	<i>2400</i>	
<i>October</i>	<i>31</i>	<i>80</i>	<i>2480</i>	
<i>November</i>	<i>30</i>	<i>80</i>	<i>2400</i>	
<i>December</i>	<i>31</i>	<i>64</i>	<i>1984</i>	
<i>January</i>	<i>31</i>	<i>64</i>	<i>1984</i>	
<i>February</i>	<i>28</i>	<i>64</i>	<i>1792</i>	
<i>March</i>	<i>31</i>	<i>64</i>	<i>1984</i>	
<i>April</i>	<i>30</i>	<i>64</i>	<i>1920</i>	
<i>May</i>	<i>31</i>	<i>80</i>	<i>2480</i>	
<i>June</i>	<i>30</i>	<i>80</i>	<i>2400</i>	
		<i>Total</i>	<i>26784</i>	

FY 2017 Hours & Contract Costs

Interstate Rest Area Janitorial Contract

Group 10B - Cedar Rapids / Bldg. #48

Unit Price - \$

<i>Month</i>	<i>Days Per Month</i>	<i>Hours Per Day</i>	<i>Hours Per Month</i>	<i>Cost Per Month</i>
<i>July</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>August</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>September</i>	<i>30</i>	<i>40</i>	<i>1200</i>	
<i>October</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>November</i>	<i>30</i>	<i>40</i>	<i>1200</i>	
<i>December</i>	<i>31</i>	<i>32</i>	<i>992</i>	
<i>January</i>	<i>31</i>	<i>32</i>	<i>992</i>	
<i>February</i>	<i>28</i>	<i>32</i>	<i>896</i>	
<i>March</i>	<i>31</i>	<i>32</i>	<i>992</i>	
<i>April</i>	<i>30</i>	<i>32</i>	<i>960</i>	
<i>May</i>	<i>31</i>	<i>40</i>	<i>1240</i>	
<i>June</i>	<i>30</i>	<i>40</i>	<i>1200</i>	
		<i>Total</i>	<i>13392</i>	

FY 2017 Hours & Contract Costs
Interstate Rest Area Janitorial Contract
Group 10B - Cedar Rapids/ Bldg. #49

Unit Price - \$

<i>Month</i>	<i>Days Per Month</i>	<i>Hours Per Day</i>	<i>Hours Per Month</i>	<i>Cost Per Month</i>
<i>July</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>August</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>September</i>	<i>30</i>	<i>16</i>	<i>480</i>	
<i>October</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>November</i>	<i>30</i>	<i>16</i>	<i>480</i>	
<i>December</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>January</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>February</i>	<i>28</i>	<i>16</i>	<i>448</i>	
<i>March</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>April</i>	<i>30</i>	<i>16</i>	<i>480</i>	
<i>May</i>	<i>31</i>	<i>16</i>	<i>496</i>	
<i>June</i>	<i>30</i>	<i>16</i>	<i>480</i>	
		<i>Total</i>	<i>5840</i>	

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Mailing Label

Section 1 Introduction

1.1 Purpose & Overview of the RFP Process

The purpose of this Request for Proposal (RFP) is to solicit responses from responsible Responders to provide the goods and/or services identified on the RFP cover sheet and described further in Section 3 of this RFP to the Iowa Department of Transportation (Iowa DOT). The Iowa DOT intends to award a contract(s) beginning and ending on the dates listed on the Procurement Timetable, and the Iowa DOT may renew the contract(s) for up to the number of annual renewals identified on the Procurement Timetable at the sole discretion of the Iowa DOT. Any contract(s) resulting from the RFP shall not be an exclusive contract.

Responders are required to submit their responses in hardcopy and (a form of removable media (such as a CD-ROM or flash drive) as indicated on the Procurement Timetable. It is the intention of the Iowa DOT to evaluate Responses from all responsible and timely Responders and award the contract(s) in accordance with Section 5, Evaluation and Selection.

1.2 Project Background

Iowa DOT is seeking a qualified Solution Provider that demonstrates the capabilities, experience, and resources required to provide **the services outlined in section 3 of this proposal**.

1.3 Definitions

The terms used in individual sections of this document are intended to be consistent with those commonly used in the application field in question. When responding, use the terms and acronyms used in this document, and define any terms or conditions that require further clarification.

1.3.1 “Cost Proposal” means the cost of the project as requested on the Schedule of Prices and submitted with the Response under separate cover.

1.3.2 “Contract” or “Resulting Contract” means the contract(s) entered into with the successful Responder(s) as described in section 6.1.

1.3.3 “Responder” means individual, company or entity submitting a response to this RFP.

1.3.4 “Iowa DOT” means the Iowa Department of Transportation identified on the RFP cover sheet as issuer of the RFP. The Iowa DOT will also execute the resulting contract.

1.3.5 “Participating Agency” or “Participating Agencies” means the Political Subdivision, either City, State, County, Boards or Commission, identified on the RFP cover sheet as Participating Agencies, and any other governmental agency that decides to utilize the executed contract.

1.3.6 “Procurement Timetable” (*on the page immediately following the RFP cover*) provide timeline, event and date information.

1.3.7 “Purchase Order” means the documentation issued by the State to the successful Responder(s) for a purchase of goods and/or services in accordance with the terms and conditions of the contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the successful Responder will submit the invoices, and any other requirements deemed necessary by the State. Any preprinted

contract terms and conditions included on Responder's forms or invoices shall be null and void.

1.3.8 "Responsible Responder" means an individual, company or entity that has the capability in all respects to perform the requirements of the RFP specifications and requirements. In determining whether a Responder is responsible and responsive., the Iowa DOT may consider various factors including, but not limited to, the Responder's competence and qualifications to provide the goods or services requested, the Responder's integrity and reliability, the past performance of the Responder relative to the quality of the goods or services offered,, the proposed terms of delivery, and the best interest of the Iowa DOT and Participating Agencies.

1.3.9 "Response" means a Responder's response to the RFP that complies with the material provisions listed in the RFP documents.

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

1.3.11 "State" means the Iowa DOT, State of Iowa, and Participating Agencies identified on the title page and all state agencies, boards, and commissions, and any political subdivisions making purchases off of the resulting contract as permitted by this RFP.

1.3.12 "Sub-contractor" means every person furnishing materials, equipment or performing labor as a sublet of any part of contract.

1.4 Acronyms the following list contains acronyms used in the RFP.

Section 2 Administrative Information

2.1 Issuing Agent

The Issuing Agent, identified on the cover page is the sole point of contact regarding the RFP from the date of issuance until the notice of intent to award is issued (selection of the successful Responder).

2.2 Restrictions on Communication

The Purchasing Agent will respond only to questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted in writing to the Purchasing Agent by the deadline found in the Procurement Timetable listed immediately after the cover sheet. Verbal questions related to the interpretation of this RFP will not be accepted. Questions related to the interpretation of this RFP must be submitted as provided in section 2.5. Responders may be disqualified if they contact any state employee other than the Purchasing Agent. Exception: Responders may access the State Targeted Small Business website for issues related to the preference for Targeted Small Businesses. <https://dia.iowa.gov/tsb/>

In NO CASE shall verbal communication override written communications. Only written communications are binding on the State.

The Iowa DOT assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a contract unless such representations are specifically incorporated into this RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing. All such requests for clarification shall be submitted in writing. Any information provided by a Responder verbally shall not be considered part of Responder's Response. Only written communications from the Responder as received by the Iowa DOT shall be accepted.

With the exception of the written Response which must be submitted by Responders in accordance with Sections 4 and 5 herein, communications between the Purchasing Agent and Responders may be conducted by regular prepaid US mail, courier service, e-mail or facsimile transmission.

2.3 Downloading the RFP from the Internet

All correspondence for this RFP will be posted on the Iowa DOT's website at: <http://www.iowadot.gov/purchasing/lettingschedule.htm>

Responders will be required to visit the Iowa DOT's website periodically for any and all addendums or other pertinent information.

2.4 Procurement Timetable

The dates listed in the Procurement Timetable (on the page immediately following the RFP cover) are set forth for informational and planning purposes; however, the Iowa DOT reserves the right to change the dates. If a change is made to any of the deadlines for submission of Responses, the Iowa DOT will issue an addendum to the RFP. All times listed are Central time.

2.5 Questions, Requests for Clarification, and Suggested Changes

Responder's are invited to submit written questions and requests for clarifications regarding the RFP. Responder's may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Purchasing Agent on or before the deadline stated in

the Procurement Timetable. **Oral** questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP must be referenced.

Written responses to questions, requests for clarifications or suggestions will be posted to the Iowa DOT's website on or before the deadline stated in the Procurement Timetable. The Iowa DOT's written responses to questions will be considered part of the RFP. If the Iowa DOT decides to adopt a suggestion, the Iowa DOT will issue an addendum to the RFP and post on the website under the proposal number.

The Iowa DOT assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFP.

Each Responder must inform themselves fully of the conditions relating to the RFP. Failure to do so will not relieve a successful Responder of their obligation to furnish all services required to carry out the provisions of RFP and final contract. Insofar as possible, the successful Responder carrying out the work must employ such methods or means as will not cause any interruption of, or interference with the work of any other contract holder.

If a Responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Responder should immediately notify Purchasing Agent in writing of such error and request modification or clarification of the RFP document.

2.6 Addendum to the RFP

The Iowa DOT reserves the right to revise the RFP at any time. The Responder shall acknowledge receipt of an addendum in their Response. If the addendum occurs prior to the closing date for receipt of Responses, the Iowa DOT may, in its sole discretion, allow Responder's to amend their Response to the addendum.

2.7 Revisions to a Response

Responders who submit Responses in advance of the deadline may withdraw, modify, or resubmit their Response at any time prior to the deadline. . Responders must notify the Purchasing Agent in writing if they wish to withdraw their Response. A Responder must honor their prices prior to the end of the one hundred and eighty (180) day period immediately following the notice of intent to award a contract.

2.8 Submission of Responses

The Iowa DOT, located at 800 Lincoln Way, Ames, Iowa 50010, ATTN: Purchasing Section before the deadline stated in the Procurement Timetable. This is a mandatory requirement and will not be waived by the Iowa DOT. Any Responses received after this deadline will be rejected and returned unopened to the Responder.

Responder's mailing Responses should allow ample delivery time to ensure timely receipt of Responses by the Iowa DOT. It is the Responder's responsibility to ensure that the Response is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Response. **Electronic mail and faxed will not be accepted.**

Responder's must furnish all information necessary to evaluate the Response. Responses that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the Responder shall not be considered part of the Responder's Response to the RFP.

2.9 Opening of Responses

The Iowa DOT will open Responses at the deadline stated in the Procurement Timetable. All Responses will remain confidential until the Evaluation Committee has reviewed and considered all successfully submitted Responses and the Iowa DOT has announced a notice of intent to award a contract. See Iowa Code Section 72.3.

The names of the Responders who responded within the timeline will be supplied to any person or persons who requests such information at the time of the opening date. The announcement of names of Responders who submitted a Response **does not** mean that an individual Response has been deemed technically compliant or that it has been accepted for evaluation.

2.10 Costs of Preparing a Response

The costs of preparation and delivery of the Response are solely the responsibility of the Responder.

No payments shall be made by the Iowa DOT to cover costs incurred by any Responder in the preparation of a Response in submission of this RFP or any other associated costs.

2.11 Reasonable Accommodations

The Iowa DOT will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If accommodations are required at time of opening of Responses, contact the Purchasing Agent on the cover page.

2.12 Rejection of submitted Response

The Iowa DOT reserves the right to reject any or all Responses in whole and in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Iowa DOT to award a contract. This RFP is designed to provide Responders with the information necessary to prepare a competitive Response. This RFP process is for the Iowa DOT benefit and is intended to provide the Iowa DOT with competitive information to assist in the selection of a Responder to provide good and services or both as described herein.

It is not intended to be comprehensive and each Responder is responsible for determining all factors necessary for submission of a comprehensive Response.

The Iowa DOT reserves the right to negotiate the terms of the contract, including the award amount with the selected Responder prior to entering into a contract. If contract negotiations cannot be concluded successfully, the Iowa DOT may negotiate with the next highest scoring Responder.

2.13 Disqualification

The Iowa DOT may reject outright and shall not evaluate Responses for any one of the following reasons:

2.13.1 Responder fails to deliver the cost proposal under separate cover.

2.13.2 Responder states that a requirement of the RFP cannot be met.

2.13.3 Responder's Response materially changes a requirement of the RFP or the Response is not compliant with the requirements of the RFP.

2.13.4 Response limits the rights of the Iowa DOT.

2.13.5 Responder fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.

2.13.6 Responder fails to include a Bid Bond bid security, *if required*. See RFP Solicitation Response Section 2.33.

2.13.7 Responder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in Section 4 of this RFP.

2.13.8 Responder presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.

2.13.9 Responder initiates unauthorized contact regarding the RFP with state employees.

2.13.10 Responder provides misleading or inaccurate responses.

2.13.11 Responder fails to attend the mandatory pre-RFP meeting or conference if required.

2.13.12 Responder's Response is materially unbalanced.

2.13.13 There is insufficient evidence (including evidence submitted by the Responder and evidence obtained by the Iowa DOT from other sources) to satisfy the Iowa DOT that the Responder is a Responsible Responder.

2.13.14 The Responder alters the language in:
Attachment 1, Certification Letter
Attachment 2, Authorization to Release Information letter.

2.14 Nonmaterial and Material Variances

The Iowa DOT reserves the right to waive or permit cure of nonmaterial variances in a Response if, in the judgment of the Iowa DOT, it is in the Iowa DOT best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other Responders; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services. In the event the Iowa DOT waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Responder from full compliance with RFP specifications or other contract requirements upon award. The determination of materiality is in the sole discretion of the Iowa DOT.

2.15 Reference Checks

The Iowa DOT reserves the right to contact any reference provided by the Responder to assist in the evaluation of the Responder, to verify information contained in the Response and to discuss the Responder's qualifications and the qualifications of any subcontractor or partner identified in the Response.

2.16 Information From Other Sources

The Iowa DOT reserves the right to obtain and consider information from other sources concerning a Responder, such as the Responder's capability and performance under other Responders, the qualifications of any subcontractor or partner identified in the RFP, the contractor's financial stability, past or pending litigation, and publicly available information.

2.17 Verification of Response Contents

The content of a Response submitted by a Responder is subject to verification. Misleading or inaccurate responses shall result in disqualification and rejection.

2.18 Criminal History and Background Investigation

The Responder hereby explicitly authorizes the Iowa DOT to conduct criminal history and/or other background investigation(s) of the Responder, its officers, directors,

shareholders, partners and managerial and supervisory personnel retained by the Responder for the performance of the contract if in the best interest of the Iowa DOT.

2.19 Clarification Process

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

2.20 Disposition of Responses

All Responders' Responses become the property of the Iowa DOT and shall not be returned to the Responder. At the conclusion of the selection process, the contents of all Response will be in the public domain and be open to inspection by interested parties except for information for which contractor properly requests confidential treatment or is subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.21 Public Records and Requests for Confidential Treatment

The Iowa DOT may treat all information submitted by a Responder as public information following the conclusion of the selection process unless the Responder properly requests that information be treated as confidential at the time of submitting the Response. The Iowa DOT release of information is governed by Iowa Code chapter 22. Responders are encouraged to familiarize themselves with Chapter 22 before submitting a Response. The Iowa DOT will copy and produce public records as required to comply with the public records laws.

Any request for confidential treatment of specific information must be included in the transmittal letter with the Responder's Response. In addition, the contractor must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. **Pricing information cannot be considered confidential information.** The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Responder to respond to any inquiries by the Iowa DOT concerning the confidential status of the materials.

Any Response submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Failure to properly identify specific confidential information shall relieve the Iowa DOT or State personnel from any responsibility if confidential information is viewed by the public, or a competitor, or is in any way accidentally released. Identification of the entire Response as confidential may be deemed non-responsive and disqualify the Responder.

If the Responder designates any portion of the RFP as confidential, **the Responder must submit one copy of the Responder from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in section 4 of this RFP.** The confidential material must be excised in such a

way as to allow the public to determine the general nature of the material removed and to retain as much of the Response as possible.

The Iowa DOT will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code Chapter 22 or other applicable law by a court of competent jurisdiction. In the event the Iowa DOT receives a request for information marked confidential, written notice shall be given to the Responder seven calendar days prior to the release of the information to allow the contractor to seek injunctive relief pursuant to Section 22.8 of the Iowa Code. The Iowa DOT will release the information marked confidential in response to a request for public record records unless a court of competent jurisdiction determines the information is confidential under Iowa Code Chapter 22 or other applicable law.

The Responder's failure to request confidential treatment of material will be deemed by the Iowa DOT as a waiver of any right to confidentiality, which the Responder may have had.

2.22 Copyrights

By submitting a Response the Responders allows the Iowa DOT permission to copy the Response for purposes of facilitating evaluation or to respond to requests for public records. The Responder consents to such copying by submitting a Response and warrants that such copying will not violate the rights of any third party. The Iowa DOT shall have the right to use ideas or adaptations of ideas that are presented in the Response.

2.23 Release of Claims

By submitting a Response, the Responder agrees that it will not bring any claim or cause of action against the Iowa DOT based on any misunderstanding concerning the information provided herein or concerning the Iowa DOT failure, negligent or otherwise, to provide the Responder with pertinent information as intended by this RFP.

2.24 Evaluation of Submitted Responses

The evaluation and selection of the awarded Responder will be based on but not limited to: the information submitted in the written response, references, required demonstrations or presentations; if any, and cost. If further information is requested by the Iowa DOT for clarification, Responders shall respond clearly and completely to all requirements within three (3) days upon request. Failure to respond completely may be the basis for rejecting a Response.

All compliant Responses will be evaluated using an evaluation matrix.

2.25 Notice of Intent to Award and Acceptance Period

Notice of intent to award will be posted on the Iowa DOT's website at www.iowadot.gov/purchasing/bidaward. **It is the Responder's sole responsibility to check daily for the final evaluation results.** Final 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 the Iowa DOT.

If the successful Responder fails to negotiate and deliver an executed contract by that date, the Iowa DOT in its sole discretion may cancel the award and award the contract to the next highest ranked Responder the Iowa DOT believes will provide the best value to the State.

The award shall be granted to the highest scoring responsive, responsible Responder according to the evaluation matrix in Section 5.

2.26 Confidential Information

Responses containing propriety information must have the specific information considered proprietary clearly marked. All information included in the Response not

indicated as proprietary will be open for inspection. All Responses become property of the Iowa DOT.

2.27 No Contract Rights until Execution

The full execution of a written contract shall constitute the making of a contract for services and no contractor shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful contractor and the Iowa DOT.

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. Responders are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be submitted to the proper prosecuting attorney.

2.29 No Minimum Guaranteed

The Iowa DOT anticipates that the successful Responder will provide services, or services and goods as requested by the Iowa DOT. The Iowa DOT shall not guarantee any minimum compensation will be paid to the contractor or any minimum usage of the contractor's services.

2.30 Conflicts Between Terms

The Iowa DOT reserves the right to accept or reject any exception taken by the Responder to the terms and conditions contained in this RFP. Should a Responder take exception to the terms and conditions required by the Iowa DOT, the Responder's exceptions may be rejected and the entire Response declared nonresponsive. The Iowa DOT may elect to negotiate with the Responder regarding contract terms that do not materially alter the substantive requirements of the RFP or the contents of the Responder's Response.

2.31 News Releases

News releases or other materials made available to the media or the public, the Responder's clients or potential clients pertaining to this procurement or any part of the Response or RFP shall not be made without the prior written approval of the Iowa DOT.

2.32 Responders' Conference

If the Procurement Timetable indicates a Responders' conference will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the Procurement Timetable. If attendance at the Responders conference is a mandatory requirement, it will be indicated on the Procurement Timetable. The purpose of the Responders' conference is to discuss with prospective Responders the work to be performed and allow prospective Responders an opportunity to ask questions regarding the RFP. Verbal discussions at the Responders' conference shall not be considered part of the RFP unless confirmed in writing by the Iowa DOT and incorporated into this RFP. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred and addressed at a later date. A copy of the questions and answers will be sent to Responders who submit a letter of intent to provide a Response.

2.33 Bid Bond (if required)

The Solicitation Response page will indicate the fixed percent of the bid security required based on the amount of the Response. See Standard Terms and Conditions Section A-3 for the types of.

It is the responsibility of the Contractor to notify the surety company of the required amount of the bond. The surety is based on the percentage of the contractors total bid response.

Bid Bond's must be submitted on Iowa DOT Form No. 131084 (Appendix B) or the bid will be rejected.

The Bid Bond from the qualified responsive Responder will be retained until an executed contract is in place and the required bonds and Insurance Certificates are in the possession of the Iowa DOT after which the bid security will promptly be returned.

Section 3 Requirements

3.1 Purpose

The Iowa DOT is seeking qualified janitorial service providers to clean and maintain the Interstate Rest Areas at each of the specified locations in the Schedule of Prices.

3.2 Scope of Work

Janitorial services will be provided by the successful Responder at Iowa's Interstate Rest Areas in the Schedule of Prices. The buildings and grounds shall always be neat and present an attractive appearance. The quality of work shall meet the high standards of the trade and accomplished with little inconvenience to the traveling public. Completed work shall match and complement the existing finishes and appearances of the rest area. **Detailed specifications attached after 4.18.**

3.3 Responder's Responsibilities-Mandatory

The responder shall:

- Provide all labor and equipment to effectively maintain the Rest Area site.
- Provide physically capable staff to maintain the facilities in a safe, clean, and attractive manner to the satisfaction of the Iowa DOT.
- Not accept tips or other gratuities for any service performed in the Rest Area.
- Not allow staff to accept tips or other gratuities from any person(s) for any service performed on any state property.
- Not allow, wives, husbands, or children of the Successful Bidder or their staff on state property during working hours unless they are also employees of the Successful Contractor.
- Provide the Iowa DOT with the names and telephone numbers of all on-call supervisory personnel. Supervisory personnel shall assist the Iowa DOT's appointed representative in making random on-site facility inspections as well as other operational requirements as determined by Iowa DOT.
- Provide a Table of Organization on Company's letterhead stationary which includes all Principals, Officers, Shareholders, and Owners for the Company submitting bids. If this is not included with bid, your bid may be rejected.
- 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.
- Keep a daily log of activities that describe all contract related activities performed in their rest area group. This includes weather conditions, accidents and details anytime an ambulance or law enforcement officer is called to the site.
- 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.

3.4 Site Visit

It is recommended, but not required, that prospective responders visit the job site(s) prior to submitting a quotation for this work. To view the site(s), please contact the person listed with the corresponding site and phone numbers, listed below.

- 1B – Onawa– Roger Marshall (515)290-3178
- 2A – Missouri Valley– Roger Marshall (515)290-3178
- 3A – Underwood – Jim Lenz (515)290-3177
- 3B – Pacific Junction - Jim Lenz (515)290-3177
- 6B – Mitchellville – Dennis Mabie (515)290-2816
- 8A – Dows – Wayne Williams (515)290-2815
- 9B – Victor – Armin Martin (515)290-2818
- 10A – Tiffin – Armin WB John Mohr (515-290-3175) EB
- 10B – Cedar Rapids – Armin Martin (515)290-2818

3.5 DOT Responsibilities

3.5.1 Appropriate DOT Contacts will be provided.

□□ **3.5.2** Work Conferences may be scheduled with each successful responder throughout the contract year as needed and determined by the Iowa DOT.

3.5.3 The Iowa DOT reserves the right to revise the "Work Locations and 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.

3.5.4 The Iowa DOT reserves the right to request oral interviews, prior to award.

4.1 Instructions

4.1.1 The Response shall be typewritten on 8.5" x 11" paper (bound securely, double sided is allowed) and sent in a sealed envelope.

The proposal **must be filed in a clearly-labeled envelope with the letting name, letting number and letting date.** The proposal shall be filed with the Iowa Department of Transportation, Purchasing Section, 800 Lincoln Way, Ames, IA, **prior to 1:00 P.M. on June 8 2015.**

The Iowa DOT shall not be responsible for misdirected packages or premature opening of Responses if a Response is not properly labeled.

4.1.3 One (1) original, in a sealed envelope, **and** the additional number of copies of the Response defined on the Procurement Timetable in the cover section, shall be timely submitted to the Issuing Agent.

4.1.4 If the Responder designates any information in its Response as confidential pursuant to Section 2.20, the Responder must also submit one (1) copy of the Response from which confidential information has been excised as provided in Section 2.20 marked "**Public Copy**".

4.1.5 Responders may include promotional materials as company information but they shall not take the place of the Response and will not be considered for the award unless they enhance the response to a specific requirement.

4.1.6 Attachments shall be referenced in the Response.

4.1.7 If a Responder proposes more than one method of meeting the RFP requirements, each shall be labeled and submitted separately. Each will be evaluated separately.

4.2 Technical Response

The following documents shall be included in the Technical Response in the order given below:

4.2.1 Transmittal Letter (Required) An individual authorized to legally bind the Responder shall sign the transmittal letter. The letter shall include the Responder'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 2.20. In addition to the specific statutory basis supporting the request, an explanation why disclosure of the information is not in the best interest of the public is required. The transmittal letter shall also contain the name, address, electronic mail address and telephone number of the individual authorized to respond to the Iowa DOT about the confidential nature of the information.

4.2.2 Table of Contents Responder's should include a table of contents of its Response and submit the check list of submittals per Attachment # 3.

4.2.3 Executive Summary Responder's shall prepare an executive summary and overview of the services and/or goods offered including all of the following information:

4.2.3.1 Statements that demonstrate that the Responder has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.

4.2.3.2 An overview of the Responder's plans for complying with the requirements of this RFP. (Including project management approach).

4.2.3.3 Any other summary information the Responder deems to be pertinent.

4.2.4 Specifications and Technical Requirements The Responder shall answer whether or not it will comply with each requirement in Section 3 of the RFP. Responders shall explain how it will comply with each requirement in Section 3. **Merely repeating the requirements may be considered non-responsive and may disqualify the Responder.** Responses must identify any deviations from the requirements of this RFP or requirements the Responder cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the Responder cannot satisfy may disqualify the Responder.

4.2.5 Company Background Information: provide the following general background information:

4.2.5.1 Name, address, telephone number, fax number and e-mail address of the Responder including all d/b/a's or assumed names or other operating names of the Responder.

4.2.5.2 Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.

4.2.5.3 State of incorporation, state of formation, or state of organization.

4.2.5.4 The location(s) (including address and telephone numbers) of the offices and other facilities that relate to the Responder's performance under the terms of the RFP.

4.2.5.5 Local office address and phone number (if any).

4.2.5.6 Number of employees.

4.2.5.7 Type of business.

4.2.5.8 Name, address, e-mail address and telephone number of the Responder's representative to contact regarding all contractual and technical matters concerning the Response.

4.2.5.9 Name, address, e-mail address and telephone number of the Responder's representative to contact regarding scheduling and other arrangements.

4.2.5.10 Name, contact information and qualifications of any sub-Contractors who will be involved with this project.

4.2.5.11 Responder's accounting firm.

4.2.5.12 The successful Contractor will be required to register to do business in Iowa before payments can be made. For contractor registration documents, go to: <http://www.iowadot.gov/purchasing>.

4.2.6 Experience

The Responder must provide the following information regarding its experience:

4.2.6.1 Number of years in business.

4.2.6.2 Number of years' experience with providing the types of goods and/or services sought by the RFP.

4.2.6.3 The level of technical experience in providing the types of goods and/or services sought by the RFP.

4.2.6.4 A detailed list of goods and/or services similar in size and scope to those sought by this RFP that the Responder has provided to other businesses or governmental entities within the past three years.

4.2.6.5 References from three (3) previous or current customers or clients knowledgeable of the Responder's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person, e-mail address and telephone number for each reference.

4.2.7 Personnel

The Responder must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP.

The following information must be included in the resumes:

4.2.7.1 Full name.

4.2.7.2 Education.

4.2.7.3 Years of experience and employment history particularly as it relates to the requirements of the RFP.

4.2.8 Financial Information (short list Responders only)

The Responder may be asked to provide the following financial information:

4.2.8.1 Audited financial statements for the last 3 years. Privately held companies may substitute Credit reports.

4.2.8.2 A minimum of three (3) financial references. Privately held companies may substitute: Letters of Reference from the bank.

4.2.9 Terminations, Litigation, Debarment

The Responder must provide the following information for the past five (5) years: (also see Attachment 1)

4.2.9.1 Has the Responder had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.

4.2.9.2 Describe any damages or penalties assessed against or dispute resolution settlements entered into by the Responder under any existing or past contracts for goods and/or services. Provide full details regarding the incident, including the dollar amount of damages, penalties and settlement payments.

4.2.9.3 Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Responder to engage in any business, practice or activity.

4.2.9.4 A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Responder or its officers have been a party, if any. The Responder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Response or in termination of any subsequent contract.

4.2.9.5 Any irregularities discovered in any of the accounts maintained by the Responder on behalf of others, describe the circumstances and disposition of resolving the irregularities.

The above disclosures are a continuing requirement of the Responder. The Responder shall provide written notification to the Iowa DOT of any such matter commencing or occurring after submission of a Response, and with respect to the successful Contractor, following execution of the Resulting Contract.

4.2.10 Certification Letter (Attachment 1)

The Responder shall sign and submit with their Response the document included as Attachment1 (Certification Letter) in which the Responder shall make the certifications included in Attachment 1.

4.2.11 Acceptance of Terms and Conditions

The Responder shall specifically agree that the Response is predicated upon the acceptance of all terms and conditions stated in the RFP. If the Responder objects to any term or condition, the Responder must specifically take exception per the RFP page and section and provide the reason for the objection. Objections or responses that materially alter the RFP may be deemed non-responsive and result in rejection of the Response.

4.2.12 Authorization to Release Information (Attachment 2)

The Responder shall sign and submit with the Response the document included as Attachment #2 (Authorization to Release Information Letter) in which the Responder authorizes the release of information to the Iowa DOT.

4.2.13 Firm Terms

The Responder shall guarantee in writing the availability of the services and/or goods offered and that all Response terms, including price, will remain firm a minimum of 180 days following the deadline for submitting Responses

4.2.14 Work Plan

The work plan should be the Responder's overall approach to meeting or exceeding the requirements of the RFP. In addition to the detail in Section 3, Responder's work plans should include items such as timeline, additional functionality and any other pertinent information that would assist the evaluators in making the final recommended award.

4.3 Schedule of Prices – Cost Proposal

Responders shall provide a cost proposal for the proposed items listed in the **Schedule of Prices**. If applicable, Responders may submit additional pages to the Schedule of Prices to accurately reflect the overall costs of the goods or services proposed.

The Iowa DOT reserves the right to purchase any or all items on the Schedule of Prices either individually or as bundled throughout the contract period.

The amounts should exclude state and federal taxes except for taxes required to be withheld for employment purposes. The Iowa DOT is a tax exempt entity. **Cost proposals must be submitted under separate cover.**

Section 5 Evaluation and Selection

5.1 Introduction

This section describes the evaluation process that will be used to determine which Response provides the greatest benefit to the Iowa DOT based on the evaluation criteria in Section 5.4.

5.2 Evaluation Committee

The Iowa DOT shall conduct a comprehensive, fair, and impartial evaluation of all complaint responses received. The Iowa DOT will use an evaluation committee to review and evaluate responses. The Evaluation Committee shall consist of members with knowledge of the desired services, users of the solution and other appropriate persons to best evaluate the Responses. Potential Bidders, subcontractors, suppliers, etc. shall not contact nor attempt to contact members of the Evaluation Committee or others employed by or contracted by the Iowa DOT regarding this project or related projects except at the Iowa DOT's request or with the written authorization of the Iowa DOT. Failure to comply with this requirement may result in disqualification of the proposal and/or the potential Bidder(s), subcontractor(s), supplier(s), etc.

5.3 Overview of Evaluation

All submitted Responses will be first evaluated by the Purchasing Agent to determine if they comply with the mandatory requirements of the RFP. To be deemed a responsible Responder any proposed Response must comply with the mandatory requirements. Failure to meet the mandatory requirements will result in the rejection of the Response. In the event that all Responders do not meet the mandatory requirement, the Iowa DOT reserves the right to continue the evaluation of the responses to select the Response most closely meeting the requirements specified in this RFP or may choose to reject all responses and consider the solicitation closed. Proposals will be scored in accordance with the Matrix for Janitorial Contractor Selection.

5.4 Evaluation Criteria

The proposal evaluation criteria that will guide the Evaluation Committee in selection of the successful Vendor are outlined as follows:

Rating of Proposals

All proposals submitted will receive an evaluation from each Evaluation Committee member and receive a point rating and total score based on the maximum scores shown in the Matrix for Janitorial Contractor Selection. A lower rating may result from incomplete or unclear responses to specific criteria. The Evaluation Committee will then compile, review, and evaluate the proposals and the members' ratings. The Evaluation Committee members reserve the right to revise their initial rating if information that influenced their individual rating(s) is clarified or refined at this meeting. Using the final ratings, a consensus score will be determined for each responder. Weighting of evaluation categories is not available to the vendors prior to the bid opening.

Matrix for Janitorial Contractor Selection

Staffing

- Proposed starting wage for attendants \$ _____
- Proposed starting wage for supervisors \$ _____
- Will on site supervisors be provided? Yes _____ No _____
- Incentives or benefits for retaining staff? Please explain incentives or benefits.

On a separate page(s), please state clearly the Bidder's understanding of the project and the soundness of Bidder's approach. What is the Bidder's plan for adhering to the schedule, mechanisms to be used to control costs, and overall completeness of proposal? Emphasis will be placed upon the Bidder demonstrating their understanding of the requirements of this RFP. Understanding of the requirements will be demonstrated by the assignment of the quality and quantity of staff and overall cost.

Hiring Practices

- Background checks before hiring Yes _____ No _____
- Pre-Employment drug testing Yes _____ No _____
- Random drug testing Yes _____ No _____

Experience & Capability

- Recent experience with similar projects – Please explain
- Key personnel background/Commitment of Staff: Ability to provide a committed, motivated and competent workforce - Please explain
- Budget
- Costs – Reference the Schedule of Prices

The proposal Matrix for Janitorial Contractor Selection shall be used by the Evaluation Committee for purpose of award. Items are not listed in any particular order of importance. Weighting of evaluation categories is not available to responder prior to the bid opening.

Weighting of evaluation categories is not available to Responders prior to the opening of all submitted Responses.

Vendors 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 Matrix for Janitorial Contractor Selection of bid proposal must be completed and included in the bid response to be considered for award.

5.5 Recommendation of the Evaluation Committee

The final evaluation will be based on the criteria as listed in Section 5.4.

5.6 Protest of Award

Protest of award shall be made in accordance with the Iowa Administrative Code 761-20.4(6)"e".

6.1 Contract Terms and Conditions

The contract(s) that the Iowa DOT expects to award as a result of this RFP will be based upon the Response submitted by the successful Contractor and the RFP. The contract between the Iowa DOT and the successful Contractor shall be a combination of the specifications, terms and conditions of the RFP, including the terms contained in the Iowa DOT's attachment(s), the offer of the Contractor contained in the Response, written clarifications or changes made in accordance with the provisions of the RFP herein and any other terms deemed necessary by the Iowa DOT, except that no objection or amendment by a Contractor to the RFP requirements shall be incorporated by reference into the Contract unless the Iowa DOT has explicitly accepted the Contractor's objection or amendment in writing.

The contract terms contained in Section 6 are not intended to be a complete listing of all contract terms but are provided only to enable contractors to better evaluate the costs associative with the RFP and the potential resulting contract. Contractors should plan on such terms being included in any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in the cost proposal or any pricing quoted by the contractor.

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

6.2 Contract Period

The term of the Contract will begin and end on the dates indicated in the RFP Procurement Timetable, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Iowa DOT shall have the sole option to renew the Contract for up to the number of annual renewals specified on the Procurement Timetable but shall not exceed a total of six years.

6.3 Contract Award

It is the intent of the Iowa DOT to award the contract to the responsible contractor whose submitted quotation is the most advantageous to the Iowa DOT, cost and other factors considered. Other factors include, but are not limited to: meeting or exceeding mandatory requirements, proposed staffing, and meeting required time schedule. Contract shall be awarded by the evaluation matrix as defined in the bid proposal and the hourly rate in the Schedule of Prices.

6.3.1 Contract period will be twelve (12) months. The contract period estimated to be from July 1, 2016 through June 30, 2017. The contract may be extended up to three (3) years in twelve (12) month increments with a total of four (4) years, upon mutual agreement of the parties.

6.3.2 Responder may bid more than one group but will not be awarded more than six rest area buildings. Total number of buildings does not include minor parking areas, scenic overlooks, or weigh scale buildings.

6.3.3 If the same Successful Contractor is the lowest bidder on more than six buildings, the Iowa DOT reserves the right to determine in its sole discretion which building shall be awarded.

6.3.4 Any lawn care service providers currently serving Iowa DOT contracts will not be eligible for contracts issued from this proposal.

6.3.5 Either a Purchasing contract(s) or Purchase order will be issued for these services as described in 6.3.1.

6.3.6 If the Janitorial Maintenance Contract(s) are extended upon mutual agreement, the Contractor (s) must provide updated insurance Certificates for the new extended period.

6.4 Contractor Qualification Requirement

Prior to execution of a contract with a contractor, the contractor must qualify to do business with the State of Iowa.

6.5 Service Schedule

Upon award of a Contract, the Iowa DOT and the Contractor shall determine the service schedule if not already defined in the requirements section of the RFB.

6.6 Scope of Work (Services)

The services to be performed pursuant to and as a result of this contract by the contractor are described in Section 3.

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

Industry Standards. Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the terms of this Contract and with generally acceptable industry standards of performance for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

As long as the Iowa DOT notifies the contractor promptly of any services performed in violation of this standard, the contractor will re-perform the services, at no cost to Iowa DOT, such that the services are rendered in the above-specified manner.

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

6.7 Cancellation

In addition to the Iowa DOT's right to terminate the contract upon default or violation of the contract provisions, this contract may be canceled by the Iowa DOT at any time without cause upon thirty (30) days prior written notice by the Iowa DOT.

6.7.1 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.

6.7.2 The appearance of the Rest Areas and Weigh Scales/Parking Only group as well as satisfactory performance of all obligations of the contract, reflect upon the image of the Iowa DOT and the State of Iowa. Failure of a Contractor to fully perform any term of the contract or meet any contract deadline shall render the Contractor liable for all costs incurred by DOT that were necessary to achieve full performance of the contract. 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 agreement.

6.8 Labor Regulations

The Contractor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work.

All contractors, before entering into a contract with the Iowa Department of Transportation, must be registered with the Division of Labor in the Workforce Development Department, 515-281-3606 according to chapter 91C, Code 1993.

6.9 Contract Termination

It is imperative that the contractor consistently provides high quality services. Below are procedures that will be utilized in the event that the contract must be terminated due to the contractor's lack of ability to produce required results:

6.9.1 Immediate Termination by the Iowa DOT

The Iowa DOT may terminate this contract in writing for any of the following reasons effective immediately without advance notice:

6.9.1.1 In the event the contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

6.9.1.2 The Iowa DOT determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;

6.9.1.3 The contractor fails to comply with confidentiality laws or provisions;

6.9.1.4 The contractor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete

6.9.2 Termination for Cause

The occurrence of any one or more of the following events shall constitute cause for the Iowa DOT to declare the contractor in default of its obligations under this Contract.

6.9.2.1 The contractor fails to perform to the Iowa DOT's satisfaction, per Section 3 Project Specification requirements.

6.9.2.2 The Iowa DOT determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur.

6.9.2.3 The contractor fails to make substantial and timely progress toward performance and deliverables within the contract.

6.9.2.4 The contractor consistently misses deadlines agreed upon with the Iowa DOT project managers.

6.9.2.5 The contractor replaces key personnel with individuals who have less experience, knowledge and skills in the areas of their responsibilities.

6.9.2.6 The contractor staff's knowledge, skills, and experience are unacceptable to the Iowa DOT and do not reflect what the contractor represented the skill sets of their staff that would be assigned to this engagement.

6.9.2.7 The contractor's staff turnover is unacceptably high to Iowa DOT.

6.9.2.8 The contractor fails to effectively manage contractor staff time and/or assignments.

6.9.2.9 The contractor's quality of work is unacceptable to Iowa DOT (i.e. incorrect results, standards are not followed).

6.9.2.10 The contractor's quantity of work is unacceptable to Iowa DOT. The contractor fails to perform additional assignments as requested.

6.9.2.11 The contractor does not respond to critical issues and/or fails to participate in problem resolution when asked. This includes requests for support in the evenings and weekends.

6.9.2.12 The contractor's deliverable(s) cause a major outage to the Iowa DOT's IT infrastructure.

6.9.2.13 The contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the Iowa DOT reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

6.9.2.14 The contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract.

6.9.2.15 The contractor has engaged in conduct that has or may expose the Iowa DOT to liability, as determined in the Iowa DOT's sole discretion.

6.9.2.16 The contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.

6.9.3 Notice of Default

If there is a default event caused by the contractor, the Iowa DOT shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Iowa DOT's written notice to the contractor. If the breach or noncompliance is not remedied by the date in the written notice, the Iowa DOT may either:

6.9.3.1 Immediately terminate the contract without additional written notice.

6.9.3.2 Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

6.9.4 Termination Upon Notice

Following 30 days written notice, the Iowa DOT may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the contractor.

Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Iowa DOT up to and including the date of Termination.

6.9.5 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 contractor as a result of any of the following:

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

6.9.5.2 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.

6.9.5.3 The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.

6.9.5.4 The Iowa DOT's duties are substantially modified.

6.9.6 Remedies of the Contractor in Event of Termination by the Iowa DOT

In the event of termination of this Contract for any reason by the Iowa DOT, the Iowa DOT shall pay only those amounts, if any, due and owing to the contractor for services actually rendered up to and including the date of termination of the contract and for which the Iowa DOT is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the Iowa DOT under this Contract in the event of termination. However, the Iowa DOT shall not be liable for any of the following costs:

6.9.6.1 The payment of unemployment compensation to the contractor's employees.

6.9.6.2 The payment of workers' compensation claims, which occur during the contract or extend beyond the date on which the contract terminates.

6.9.6.3 Any costs incurred by the vendor in its performance of the contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the contract.

6.9.6.4 Any taxes that may be owed by the contractor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

6.9.7 Vendor Termination Duties

The contractor, upon receipt of notice of termination or upon request of the Iowa DOT, shall:

6.9.7.1 Cease work under this Contract and take all necessary and appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the contract, including, without limitation, results accomplished, conclusions resulting therein, any other matters the Iowa DOT may require.

6.9.7.2 Immediately cease using and return to the Iowa DOT any personal property or materials provided by the Iowa DOT to the contractor.

6.9.7.3 Comply with the Iowa DOT's instructions for the timely Transfer of any active files and work product produced by the contractor under this Contract.

6.9.7.4 Cooperate in good faith with the Iowa DOT, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

6.9.7.5 Issue credit to the Iowa DOT for any payments made by the Iowa DOT for services that were inappropriately billed for services that were not rendered by the contractor.

6.9.7.6 Immediately deliver to the Iowa DOT any and all Deliverables for which the Iowa DOT has made payment (in whole or part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

6.9.8 Unacceptable Deliverables

The contractor shall be required to perform the work for each deliverable in accordance with the terms, conditions, and representations of this Contract.

6.10 Contractor's Insurance Requirements

The resulting Contract will require the successful Contractor to maintain insurance coverage(s) of the type and in the amounts set forth below.

- It shall be the Contractor's responsibility to have liability insurance covering all of the project operations incident to contract completion and the Contractor(s) must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the insurance company firm name and address, contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Contractor(s) including a subcontractor, persons employed by a subcontractor(s), or by an independent contractor(s).
- In addition to the above, the Contracting Authority shall be included as an insured party, or a separate owner's protective policy shall be filed showing the Contracting Authority as an insured party.
- The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance shall be as follows:
 - *Commercial General Liability* including Contractual Liability;
 - Contingent Liability; Explosion, Collapse and Underground Drainage;
 - Damage; Occurrence Basis Bodily Injury; Broad Form Personal Injury; Broad Form Property Damage.

Bodily Injury

The contractor will purchase and maintain throughout the term of this contract the following minimum limits and coverage:

- | | |
|----------------------------|-----------|
| • Each person | \$750,000 |
| • Each accident/occurrence | \$750,000 |
| • Workers Compensation | \$750,000 |
| • Statutory Limits | \$750,000 |
| • Employer's liability | \$750,000 |
| • Pollution Liability | \$750,000 |
| • Occupation Disease | \$750,000 |

Operations

- Property Damage \$250,000 each occurrence

The Contractor(s) shall require all subcontractor(s) meet the above insurance requirements.

The Certificate of Insurance must include the following;

- Iowa Department of Transportation must be listed as an additional insured
- Proposal Number
- Proposal Description
- Letting Date and Contract Period

6.11 Performance Bond

Not required for this RFP.

6.12 Force Majeure

Neither Contractor nor the Iowa DOT shall be liable to the other for any delay or failure of performance of this Contract; and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure". As used in this Contract, "force majeure" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent.

Failure to perform by a subcontractor or an agent of the Contractor shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor; claims or court orders which restrict Contractor's ability to deliver the goods or services contemplated by this Contract.

If a "force majeure" delays or prevents Contractor's performance, the Contractor shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by the Iowa DOT.

During any such period, the Contractor shall continue to be responsible for all costs and expenses related to alternative performance.

This Section shall not be construed as relieving the Contractor of its responsibility for any obligation which is being performed by a subcontractor or supplier of services unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as described here.

6.13 Indemnification by Contractor

The Contractor agrees to defend, indemnify and hold the Iowa DOT, and the State of Iowa, its employees, agents, board members, appointed officials and elected officials, harmless from any and all demands, debts liabilities, damages, loss, claims, suits or actions, settlements, judgments, costs and expenses, including the reasonable value of time expended by the Attorney General's Office, and the costs and expenses and attorney fees of other counsel required to defend the Iowa DOT or the State of Iowa related to or arising from: Any violation or breach of this Contract including without limitation any of the Contractor's representations or warranties; or Any acts or omissions, including, without limitation, negligent acts or omissions or willful misconduct of Contractor, its officers, employees, agents, board members, contractors, subcontractors, or counsel employed by Contractor in the performance of this Contract, or any other reason in connection with the goods and services provided under this Contract; or Claims for any violation of any intellectual property right including but not limited to infringement of patents, trademarks, trade dress, trade secrets, or copyrights arising from the any of the goods or service performed in accordance with this Contract; or The Contractor's performance or attempted performance of this Contract; or *Any failure by the Contractor to comply with all local, State and Federal laws and regulations*; or Any failure by the Contractor to make all reports, payments and withholdings required by Federal and State law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa.

The Contractor's duty to indemnify as set forth in this section shall survive the expiration or termination of this Contract and shall apply to all acts taken in the performance of this Contract regardless of the date any potential claim is made or discovered by the STATE.

6.14 Indemnification by Iowa DOT

The State shall, only to the extent consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, indemnify and hold harmless the Contractor from and against any and all costs, expenses, losses, claims, damages and liabilities arising directly out of the negligence or wrongful acts or omissions of any employee of the Iowa DOT while acting within the scope of the employee's office of employment in connection with the performance of this Contract.

At the option of the Iowa DOT, the Contractor shall be represented by the Attorney General of the State or special counsel retained by the Iowa DOT or the Attorney General of the State with respect to any litigation brought by or against the Contractor or such persons with respect to any claims, damages, judgments, liabilities or causes of action to which such persons may be subject and to which they are entitled to be indemnified hereunder.

Indemnification under this Section shall survive the termination of this Contract and shall include reasonable fees and expenses of counsel and expenses of litigation. If the Iowa DOT shall have made any indemnity payments pursuant to this Section and the person to or on behalf of whom such payments are made thereafter shall collect any of such amounts from others, such person shall promptly repay such amounts to the Iowa DOT, without interest.

6.15 Payment

Contractors shall submit invoices on the first of each month for services rendered during the previous month.

Invoice must include group number and date of service.

Invoices shall be sent to:

Iowa Department of Transportation

Office of Maintenance

800 Lincoln Way

Ames, IA 50010

Attn: Steve McMenamain

6.16 Travel Expenses

There are no travel expenses associated with this RFP.

6.17 Care of Property

The contractor shall be responsible for the proper custody and care of any the State-owned tangible personal property furnished for the contractor's use in connection with the performance of the contract, and the contractor will reimburse the Iowa DOT for such property's loss or damage caused by the contractor, normal wear and tear excepted.

6.18 Contractor Conduct

The contractor shall adhere to State and other written established work rules. The Iowa DOT Workplace Environment Policies and Procedures will be provided to the contractor. These rules consist of commonly accepted, professional business conduct.

6.19 Public Contract Termination

The Provisions of Iowa Law as contained in Chapter 573A of the Code of Iowa, an Act to provide for termination of contracts for the construction of public improvements when construction or work thereon is stopped because of national emergency shall apply to and be a part of this Contract, and shall be binding upon all parties hereto including sub-contractors and sureties upon any bond given or filed in connection herewith.

Legislative Changes. The Contractor expressly acknowledges that the contracted Deliverables are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the project, the Contractor shall not hold the Agency liable in any manner for the resulting changes. The Agency

shall use best efforts to provide thirty (30) days' written notice to the Contractor of any legislative change. During the thirty (30) – day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Agency's right to terminate the Contract pursuant to the termination provisions.

Repayment Obligation. In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

6.20 Confidential Information

6.20.1 The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the Iowa DOT to the extent necessary to carry out its responsibilities under the Contract.

The Contractor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Iowa DOT. The Contractor shall provide to the Iowa DOT a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential information shall remain the property of the Iowa DOT at all times.

6.20.2 No confidential information collected, maintained, or used in the course of performance of the Contract shall be disseminated by Contractor except as authorized by law and only with the prior written consent of the Iowa DOT, either during the period of the Contract or thereafter. Any data supplied by the Iowa DOT to the Contractor or created by the Contractor in the course of the performance of this Contract shall be considered the property of the Iowa DOT. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Iowa DOT. The Contractor may be held civilly or criminally liable for improper disclosure of confidential information.

6.20.3 In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the Iowa DOT and cooperate with the Iowa DOT in any lawful effort to protect the confidential information.

6.20.4 The Contractor shall immediately report to the Iowa DOT any unauthorized disclosure of confidential information.

6.20.5 The Contractor's obligations under this section shall survive termination or expiration of this Contract.

6.21 Contractor Warranties

Construction of Warranties Expressed in this Contract with Warranties Implied by Law. All warranties made by the Contractor in all provisions of this Contract and the Response by the Contractor, whether or not this Contract specifically denominates the Contractor's promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials and services to be

provided, or by provision of samples to the Iowa DOT shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The Contractor warrants that all the concepts, materials produced, the work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by the Contractor or the Iowa DOT will not infringe any copyright, patent, trademark, trade dress, or other intellectual property right of the Contractor or others. Any intellectual property provided to the Iowa DOT pursuant to the terms of this Contract, shall be wholly original with the Contractor or the Contractor has secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such concepts, materials and work.

The Contractor represents and warrants that the concepts, materials and the Iowa DOT's use of same and the exercise by the Iowa DOT of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Iowa DOT to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

The Contractor warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel. The Contractor warrants that the deliverables under this Contract will operate in conformance with the terms and conditions of this Contract.

The Contractor warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity, which might derogate, encumber, or interfere with the rights granted to the Iowa DOT.

The Contractor warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Iowa DOT will not have any obligations with respect thereto.

The Contractor warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Contractor and any other materials, and methodologies used in connection with providing the services contemplated by this Contract.

The Contractor warrants that any software used in connection with the Internet Service shall not contain any Trojan horses, worms, viruses or other disabling devices.

The Contractor expressly warrants to the standards in the industry all aspects of the goods and services provided by it or used by the Contractor and the Iowa DOT in performance of this Contract.

Contractor warrants that during the term of this Contract and any extension or renewal term, the Contractor shall continually use and integrate the most current and up-to-date technology commercially available into the Internet Service and any components necessary for the Internet Service to function subject to the prior written approval of the Iowa DOT.

Interstate Rest Area

Janitorial Specifications

July 1, 2016 – June 30, 2017

*Office of Maintenance
July 2016*

w:jancover17

Index

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Note: The following instructions and responsibilities are general and may not apply to all areas. Please review thoroughly before bidding. **Please see areas in red for changes in specifications from previous years.**

*Office of Maintenance
Rest Area Administration
March 17, 2016*

Service Hours / Minimum Staffing Requirements / General Responsibilities

All rest area buildings will have an attendant on duty for the entire scheduled shift both summer and winter. Contractors should thoroughly review the specifications to determine what staffing requirements will be necessary.

Staffing requirements for rest area groups with two old buildings:

One male attendant and one female attendant for entire shift. Crossovers required.

Staffing requirements for rest area groups with one old building and one new building:

The new building can be staffed with either two men, two women or one of each. However, the old building will require a male and a female attendant to clean, so it is in the best interest of the contractor to have both. Crossovers required.

Staffing requirements for rest area groups with two new buildings:

The buildings can be staffed with either two men, two women or one of each. No crossovers are required.

Rest Area Groups with at least one old building:

The rest area restrooms (old buildings) are not to be closed for cleaning unless extenuating circumstances exist. A female attendant will perform all major cleanings in the women's room and a male attendant will perform all major cleanings in the men's room. **NO EXCEPTIONS.** Major cleanings are to be performed at a minimum at the start and finish of each shift. Upon completion of the major cleaning at each site, (approximately one hour) the male and female attendant will switch sides and complete a major cleaning on the opposite side on which they started. This same crossover is required at the end of the shift.

The restrooms are to be **kept clean at all times** during a scheduled shift. This will require the attendant to make periodic checks of both rooms and do spot cleanings as needed. If circumstances exist where a major cleaning in the women's restroom is needed and a male attendant is on duty on that side then a crossover by the attendant on the opposite side is required. The same is true if a major cleaning is needed in the men's room and a female attendant is on duty. **If a major problem exists on one side or the other it may be necessary for both attendants to be on the same side while the problem is resolved. These situations would be rare and the Department should be contacted immediately if that occurs.**

Any attendant in the opposite sex restroom (old buildings) will have the doors open, with the cleaning cart blocking the entry. The attendant doing spot cleaning in the opposite sex restroom will move rapidly through the process and **leave immediately upon request of patron to use the facility. REST ROOM DOORS ARE TO REMAIN CLOSED UNLESS THE ROOMS ARE BEING CLEANED.**

Rest Area Groups with new buildings:

The new rest area design has two men's rooms and two women's rooms and a separate family room. This design allows one of the rooms to be closed for cleaning while keeping the other side open. The rooms can only be closed if there is someone in the room cleaning. **NO EXCEPTIONS!! IF THE ROOMS ARE CLOSED AND NO ONE IS IN THE ROOMS IT WILL BE CONSIDERED A CONTRACT VIOLATION. THERE WILL BE NO WARNINGS!**

Employee Training

Contractors will be trained in the procedures for major cleanings and spot cleanings. It is the contractors responsible to make sure all employees are trained. CONTRACTORS SHOULD PROVIDE COPIES OF THESE SPECIFICATIONS TO ALL NEW EMPLOYEES. UPON RECEIPT AND REVIEW THE SPECIFICATIONS THEY SHOULD SIGN A COPY STATING THEY UNDERSTAND THE RESPONSIBILITIES.

The specifications in this contract require that rest areas buildings are to be staffed for the entire schedule shift. A reasonable amount of time will be allowed for crossovers where applicable. It's imperative the attendants go directly to the rest area without unnecessary stops for personal reasons. Attendants are to remain at the site for the entire shift including scheduled times for breaks.

EACH BUILDING WILL HAVE A SCHEDULE POSTED. The schedule will include starting and ending times, crossover times, normal breaks and lunch times. There are circumstances that may exist that would require some flexibility in the schedule. However, if the Contractor is aware of personal reasons that would not allow an attendant to follow the posted schedule, then the Department should be informed.

No visitors, husbands, wives or children of the Contractor or attendant will be allowed in the rest area unless they are bona fide employees and are on duty.

Rest Area Employees / Minimum Wage / Uniforms

Personnel are employees of the Contractor. The Contractor shall exercise complete control over the rest area personnel, will be liable for their conduct and pay all wages and benefits and all applicable federal, state and local taxes, unemployment and any similar taxes.

Rest Area Employees / Minimum Wage / Uniforms continued

BOTH FEDERAL AND STATE MIMIMUM WAGE LAWS WILL BE POSTED IN THE REST AREA.

The Contractor shall provide **mentally alert** and **physically fit** personnel who are **neat** and **clean** at all times when they are on duty at a rest area. Personnel must be able to communicate with travelers and DOT staff, follow written or oral instructions and document daily activities. All employees will be in uniforms approved by the Department and **PROVIDED BY THE CONTRACTOR. ONE WEEK WILL BE ALLOWED FOR NEW EMPLOYEES TO BE IN UNIFORM. IN THE INTERIM THEY ARE TO WEAR A DOT PROVIDED VEST AT ALL TIMES.** Colors and styles should be consistent for all employees. **BLUE JEANS ARE NOT ACCEPTABLE!** Shirts will be tucked in or square bottom.

Shorts are allowed if color and length are appropriate. Shoes must be worn at all times. **NO OPEN TOED SHOES OR SANDALS WILL BE ALLOWED. Hats are optional but if worn should be a solid color that matches the uniforms without advertising or hats can be provided by the Department.** A sew on patch will be provided that reads "Rest Area Maintenance" and should be attached to the shoulder of the shirt or jacket or on the front of a hat. This patch should be visible at all times. **It should always be obvious to the traveling public that an attendant is on duty at the rest area. Failure to wear an approved uniform shall be considered a violation of this contract and may necessitate liquidated damages as described in the instructions to bidders under remedies upon default.** The possession of firearms, alcohol or drugs by the Contractor or their employees is prohibited at any rest area.

- **SMOKING IS NOT ALLOWED IN ANY REST AREA BUILDING.**
- **SMOKING IS PROHIBITED ON THE REST AREA GROUNDS UNLESS IN THEIR PERSONAL VEHICLES.**
- **COLLECTING CANS IS PROHIBITED.**

BOTH ARE CONSIDERED CONTRACT VIOLATIONS AND WILL NOT BE TOLERATED!

Rest Area Closings

At various times it may be necessary to close a rest area for maintenance, repair or power outages. The attendant on duty will be expected to assist the Department by notifying the travelers of the closing or other responsibilities may be necessary as directed by the Department as the situation warrants.

Inclement Weather

Contractors are expected to staff the rest areas for the entire scheduled shift in all weather conditions. **If the contractor decides to allow the attendants on duty to leave the site due to weather conditions it is the Contractors responsibility to cover those hours.**

The only exceptions would be if directed by the Iowa State Patrol or another Law Enforcement Agency or the Iowa Department of Transportation to leave the facility.

Summer & Winter Schedules – Minimum Staffing Requirements

Staffing requirements and hours of service vary by season and also by site. A Contractor should thoroughly review the specifications to determine what staffing requirements will be necessary.

Areas with Sixteen Hours Summer – Nine Hours Winter (Typically the older buildings)

Summer Schedule – May 1 through September 30 – Sixteen Hours / Day

The minimum staffing requirement is one male and one female on duty for each pair of rest areas from 5:00 a.m. to 9:00 p.m. Crossovers required

Winter Schedule – October 1 through April 30 – Nine Hours / Day

The minimum staffing requirement is one male and one female on duty for each pair of rest areas from 7:30 a.m. to 4:30 p.m. Crossovers required

Areas with Sixteen Hours Year Around (Typically the busier older buildings)

The minimum staffing requirement is one male and one female on duty for each pair of rest areas from 5:00 a.m. to 9:00 p.m. Crossovers required.

Rest Area Groups with One New Building and One Old Building

New Building Summer Schedule – May 1 through November 30

The minimum staffing requirement is two attendants, either male or female, on duty from 5:00 a.m. to 9:00 p.m. and one attendant, either male or female, on duty from 9:00 p.m. to 5:00 a.m. **Twenty Four Hours / Day**

New Building Winter Schedule – December 1 through April 30

Twenty Four Hours / Day The minimum staffing requirement is one attendant, male or female, on duty twenty four hours per day. **(Note: A second eight hour shift has been added for the day shift. The contractor can establish the staffing schedule for this shift. However once it is established it cannot change from day to day.)**

Old Building Summer Schedule – May 1 through September 30

The minimum staffing requirement is one male or one female on duty from 5:00 a.m. to 9:00 p.m. – Note staffing & cleaning procedure outlined on **Page I**. Crossovers required. **Sixteen Hours / Day**

Old Building Winter Schedule – October 1 through April 30

The minimum staffing requirement is one male or one female on duty from 7:30 a.m. to 4:30 p.m. - Note staffing & cleaning procedure outlined on **Page I**. Crossovers required. **Nine Hours / Day (Note: some are staffed 16 hours in the winter. Check bid documents for each group)**

Rest Area Groups with two New Buildings

Summer Schedule – May 1 through November 30 – Twenty Four Hours / Day

The minimum staffing requirement is two attendants, either male or female, on duty from 5:00 a.m. to 9:00 p.m. and one attendant either male or female on duty from 9:00 p.m. to 5:00 a.m.

Winter Schedule – December 1 through April 30 – Twenty Four Hours / Day

The minimum staffing requirement is one attendant, male or female, on duty twenty four hours per day. **(Note: A second eight hour shift has been added for the day shift. The contractor can establish the staffing schedule for this shift. However once it is established it cannot change from day to day.)**

Occasionally additional service may be requested by the Department. The Contractor will be given advance notice of those occasions and will be compensated for the additional hours.

Inside Janitorial Responsibilities

The Department will decide any and all questions that may arise concerning contract language, the responsibilities of the Contractor and the quality and acceptability of all work performed under this contract.

The Department will provide all supplies necessary to perform the inside janitorial responsibilities described below. **The Contractor is expected to have the necessary hand tools available at each site to perform these duties.** The Contractor will be provided training by the Department for specific tasks. (Special sessions may be scheduled at the beginning of each contract period for training) It is the responsibility of the Contractor to provide training for all of their employees. Any employee on duty at a rest area that is not properly trained will be considered in violation of this contract. **See employee training section on page II**

Failure to perform any contract specification may result in the assessment of liquidated damages as outlined in the "Instruction to Bidders" under **Remedies upon Default.**

Note: The contractor will be instructed as to what chemicals will be used for each item outlined below. Cleaning procedure may vary depending on building design and size.

1. **Ceilings and Beams** (Generally old buildings)
 - a. Clean ceilings, beams and all other surfaces where dust and dirt collects as necessary and keep clean at all times.
 - b. Ceilings should be cleaned every six (6) months, or as directed by the Department, with a mild cleaning solution. (old buildings only)
2. **Ceiling Fans**
 - a. Clean ceiling fans as needed and operate as directed by the Department.
3. **Clocks**
 - a. Check daily to verify time.
 - b. Reset as necessary for daylight savings time.
 - c. Keep face of clock clean.
 - d. Replace batteries as needed.
 - e. Notify Department of any malfunctions.
4. **Daily Reports**
 - a. The attendant on duty will maintain daily activity logs at each site.
 - b. The logs will list activities as they are performed, including the time occurred. **The logs will be filled out using a pencil. Do not fill out logs in advance of actually doing the work.**

4. Daily Reports (continued)

- c. The daily logs should also reflect weather conditions, e.g. rain, snow, ice.
- d. The attendant will document all accidents, vandalism or unusual activities.*
- e. An entry should be made in the logs any time an ambulance or law enforcement is called to the site. The Department should also be contacted as soon as possible.*

***(In addition a separate Incident Report Log provided by the Department will be maintained for these occurrences)**

- f. A checklist of daily, weekly or monthly activities will be provided.
- g. Maintenance request for the Department will be dated and checked as soon as possible.
- h. Lost and found items will be tagged and entered on the DOT provided log. If items found are considered valuable, the DOT is to be contacted immediately.

5. Display Case

- a. The inside and outside glass and frame of the display case shall be kept clean at all times.
- b. Weather monitors will be cleaned with appropriate product and handled carefully.
- c. Areas with track balls for the weather monitors will be periodically wiped down with disinfectant.
- d. There may be occasions when the DOT needs assistance in “rebooting” the computers in the kiosks. The Facility Maintenance Coordinator assigned to the areas will explain the procedure to the Contractor or Supervisor.

6. Doors (Vestibule, Lobby and Restroom)

- a. All doors shall be cleaned with a disinfecting solution at each scheduled cleaning and kept clean of any dirt, graffiti etc. at all times.
- b. Clean glass with appropriate product and keep clean at all times.
- c. In the older buildings the restroom doors will remain closed except when attendant is cleaning. In the new buildings the doors should be open unless someone is inside cleaning.
- d. On occasion weather conditions, particularly wind, will require one of the doors on the old buildings to be locked. It’s also feasible in the new facilities conditions may dictate locking the sliding doors. A certain amount of common sense is needed in this situation. If the attendant locks the doors, signs will be posted directing the traveler to use the other door.

NOTE: The damages that can occur when the attendant does not make the decision to lock the doors can be extensive. Please review this with all of your employees!

7. Drinking Fountains

- a. Fountains will be cleaned with disinfecting solution to keep rust and lime deposits from accumulating and kept clean at all times.

8. Fire Extinguisher

- a. Check at the beginning of each month and fill out attached card.
- b. If extinguisher is used, contact the Department for replacement.

9. Floors

- a. Floors must be swept and all foreign material removed before mopping.
- b. All restrooms will be deck scrubbed during the major cleaning at the following frequency:
Areas working nine hour shifts, deck scrub in each room once per day, preferably in the early morning. Areas working sixteen hours per day, deck scrubbing is required twice per day in each room, preferably at the beginning and end of the shifts. Areas working twenty-four hour shifts (new buildings) are required to deck scrub twice per day in each room. There is some flexibility when this activity should occur in these buildings but an early morning, early evening schedule is recommended.
- c. Remove excess water using a dry mop or fans immediately after cleaning.
- d. Power scrub restrooms, vestibules and lobby as directed by the Department. Power scrubbing shall be done in the late evening or early morning hours. Attendants will be trained in the use of power scrubbers and burnishers.
- e. Restroom, vestibule and lobby floors shall be mopped with clean water and a disinfecting solution at each mopping and kept clean at all time.
- f. New building with terrazzo floors will be cleaned as instructed by the Department.

10. Hand Dryers

- a. Check if operating correctly when cleaning.
- b. Hand dryers should be cleaned with a disinfecting solution including walls.
- c. **Hand dryer air intake vents should be kept clean at all times.** Electric breaker should be off when cleaning vents. Department will give instructions on this procedure.

11. Lavatories

- a. Clean and disinfect inside and outside of lavatory including fittings and hardware and keep clean at all times.
- b. Remove any debris from sink drain guard and flush monthly.
- c. Clean lens cover over electric eyes and check for proper operation.
- d. Flush drains with hot water weekly.

12. Lighting

- a. Clean lamp lens weekly, inside and out including wall mounted fixtures.
- b. Recessed lights in the new buildings will be cleaned weekly.
- c. Replace any burned out or mal functioning bulbs immediately.
- d. Clean inside of lens (especially the fixture above the sink in the old buildings) and reflectors when changing bulbs.

13. Map Holders

- a. Keep maps stocked in holder at all times.
- b. Clean holder and cover daily with a damp cloth.

14. Mats

- a. **Mats should be used in inclement weather conditions only! Mats should be alternated daily and washed weekly or as needed.** When conditions improve and there no longer is any “tracking” on the floors, the mats will be cleaned and stored in the appropriate area.
- b. **Wet floor signs should only be used when the floors or conditions warrant. They should not be left out at all times.**

15. Mirrors and Frames

- a. Clean mirrors and frames with glass cleaner to remove spot and grime at each cleaning and keep clean at all times.

16. Partitions

- a. Clean, disinfect and polish using appropriate cleaners at each scheduled cleaning and keep clean at all times.
- b. All graffiti shall be removed immediately.

17. Registers, Vents, Grates and Louvers

- a. All registers vents grates and louvers shall be removed (when possible) and cleaned monthly or as directed by the Department.

18. Sanitary Napkin and Waste Receptacles

- a. Empty all receptacles in restrooms at each cleaning and keep locked if applicable.
- b. Clean and disinfect the receptacle and wall area around the compartment at each cleaning.

18. Sanitary Napkin and Waste Receptacles continued

- c. Thoroughly clean and disinfect inside of compartment and polish exposed areas weekly.
- d. Doors should be checked for proper operation daily.

19. Signs

- a. All signs attached to the building shall be kept clean at all times.
- b. Damaged or missing signs should be reported to the Department.
- c. Out of order signs will be provided by the Department. Hand written signs are unacceptable.

20. Soap Dispenser / Hand Sanitizers

- a. Check dispenser for proper operation during each cleaning and periodically throughout the shift. Notify the Department if not working.
- b. Check pumps and change if not working properly

21. Telephones

- a. Clean daily with disinfectant.
- b. Notify the Department of any mal functions.
- c. Utility room telephones are for business use only. When answering the utility room telephones the attendant should first give the rest area name, direction of travel or building number and then their name.
- d. Personal cellular phone use should be limited to breaks or emergencies only.

22. Toilets and Urinals

- a. Shall be cleaned using a bowling cleaning solution on the inside and a disinfectant on the outside at each scheduled cleaning and kept clean at all times.
- b. Toilets shall be plunged or augured if plugged.
- c. Any malfunctioning toilets or urinals the contractor is unable to repair will be reported to the Department as soon as possible.
- d. Locking stall doors and posting of "Out of Order" signs is the last resort. If this becomes necessary, use the signs provided by the Department.
Hand written signs are unacceptable.

23. Toilet Dispensers and Tissue

- a. Check dispensers frequently for proper operation and to make sure there is tissue.

23. Toilet Dispensers and Tissue continued

- b. The dispensers accommodate two rolls of tissue at one time. **Allow rolls to empty before replacing.**

24. Trash Disposal

- a. Trash receptacles will be checked at each cleaning and periodically through the shift. Trash shall be removed from the building and disposed of properly.

25. Utility Rooms

- a. Floors will be swept and mopped daily.
- b. Utility room sinks will be cleaned daily with an abrasive cleaner.
- c. Desk and storage areas shall be cleaned daily.
- d. **Entire room is to be neat and orderly.**
- e. Any leaks or malfunctions found shall be repaired or added to maintenance list for the Department.
- f. All hazardous material shall be stored in a locker provided.
- g. The utility room doors are to be **locked** at all times when **unattended**.
- h. The utility room doors are to be **unlocked** when attendant is **inside**, unless extenuating circumstances exist.
- i. Attendant's personal items and reading materials should be limited and kept out of site when not needed.
- j. **Televisions are prohibited in the utility rooms.**

26. Vending Buildings

- a. Attendant is not to loiter in vending buildings.
- b. There are no cleaning activities in the separate vending buildings. Vending machines located in the new facilities will require some attention only when a mess occurs and the vendor is not present.
- c. Attendant should contact vendor if problems occur or notify the Department. Out of order signs should not be posted unless the attendant is sure there is a problem. Use signs provided by the Department.

27. Visitor Counters / New buildings

- a. Attendant will register visitor counts and reset each morning.

28. Walls

- a. Restroom walls shall be cleaned and chemically disinfected biweekly.

28. Walls continued

- b. All walls shall be cleaned of foreign materials, graffiti and kept clean at all times.
- c. Wall area around lavatories, commodes and urinals shall be cleaned at each cleaning and kept clean at all times.

29. Water Meter

- a. Daily water meter readings must be recorded on sheet furnished by the Department.

30. Water Systems

- a. The Department will instruct the attendant of duties that are required in the areas that are on well systems.

31. Weather Information Monitor

- a. Check daily for proper operation. Contact the Department if repairs are needed.

32. Welcome Centers / New Buildings

- a. All cleaning activities required in the rest area building are required in the new welcome centers. Most cleaning activity unless requested will occur when the facility is closed or in the evening.
- b. Attendant will check with welcome center staff to see if they need assistance or if cleaning is needed daily.
- c. Attendant will also coordinate trash disposal with welcome center staff daily.
- d. Loitering in welcome center buildings is not allowed.

33. Windows

- a. Clean daily with lambs wool and squeegee and keep clean for the entire shift.
- b. Sills shall be cleaned with a damp cloth and kept clean at all times.
- c. Lobby windows shall be cleaned daily unless freezing temperature persists. Use washer fluid with cleaning solution when temperatures range from 20 to 35 degrees.

Outside Janitorial Responsibilities

The Department will decide any and all questions that may arise concerning contract language, the responsibilities of the Contractor and the quality and acceptability of all work performed under this contract.

The Department will provide all supplies necessary to perform the outside janitorial responsibilities described below with the exception of snow removal equipment. **The Contractor is expected to have the necessary hand tools available at each site to perform these duties.** The Contractor will be provided training by the Department for specific tasks. (Special sessions may be scheduled at the beginning of each contract period for training) It is the responsibility of the Contractor to provide training for all of their employees. Any employee on duty at a rest area that is not properly trained will be considered in violation of this contract. **Attendants are required to wear a safety vest when working outside.**

Failure to perform any contract specification may result in the assessment of liquidated damages as outlined in the "Instruction to Bidders" under **Remedies Upon Default.**

1. Ashtrays

- a. The attendant is expected to check ashtrays frequently and remove cigarettes, trash, etc. and dispose of properly.
- b. Attendant will add sand or "black beauty" to the ashtrays as needed or as directed by the Department.

2. Barbeque Grills

- a. Check and clean grills daily (summer months)

3. Flags

- a. Flags will be raised as soon as the attendant arrives for the morning shift. Flags will be lowered at sunset, unless lighted, folded properly and hung in a clean dry place.
- b. Flags will always be handled with respect.
- c. The Department will notify the attendant on duty when to replace the flags.
- d. The Department will give notification when flags are to be flown at half-mast.

4. Flowers and Special Planted Areas

- a. Flowers and plants will be provided by the Department and planted by the contractor unless otherwise directed.

4. Flowers and Special Planted Areas continued

- b. The attendant on duty is responsible for watering, weeding, cultivating, mulching, replacing, and fertilizing all areas of special plantings in planters or planted areas. It may be necessary to remove some plants at the end of the season.
- c. **Note:** Special landscaped areas at new facilities are the responsibility of the lawn care contractor. The facilities maintenance coordinator assigned to each area will determine the janitorial responsibilities under this paragraph.

5. Freight Delivery

- a. The attendant on duty is expected to assist with the freight delivery if at all possible. This may be as simple as holding a door or actually carry supplies to the building. It will also be necessary to inventory the supplies after delivery.

6. Kiosks (where applicable)

- a. Floors shall be swept daily and kept clean at all times.
- b. The glass on the outside of the display case shall be cleaned daily and periodically throughout the day as needed.
- c. The inside glass will be cleaned monthly.
- d. Information will be posted as provided by the Department.

7. Litter Pickup and Sweeping

- a. The rest area grounds, sidewalks, entrance-exit ramps and parking areas will be kept clear of paper, bottles, cans, cigarette butts and all other foreign mater. All drainage intakes, outlets and pipes will be kept free of debris.
- b. The entire rest area grounds will be checked daily and litter picked up at all times. (Rest area grounds includes all the area from the shoulder of the interstate to the right of way fence at the outer edges of the rest area property)
- c. The attendant will wear a vest provided by the Department when walking along entrance and exit ramps or near the interstate mainline.
- d. Sweep sidewalks in front of building daily. Hose down sidewalks in front of the building weekly if weather permits.
- e. Sweep all curb areas twice per week. This includes both sides of the median curb between the car and truck parking, as well as the car parking curb and the outer truck parking curb.
- f. Scrape and remove gum daily on all concrete surfaces.
- g. Remove bird droppings daily from sidewalks, picnic tables, and picnic shelter pads and outside building beams. Disinfect picnic tables daily, May 1/ Nov 1.

8. Miscellaneous Items

- a. Any problems relating to the following items shall be reported to the Department: Signs, area lights, all fences in rest area boundary, sidewalk joints that are greater than ½” in elevation and any other items that the contract deems necessary.

9. Parking Lot Oil Spots

- a. The attendant will work on oil spots in the parking areas twice per week or as needed.

10. Pay Telephones

- a. All pay telephones on the rest area property should be checked daily for proper operation. Malfunctions should be reported immediately.

11. Picnic Areas

- a. During warm weather, picnic tables shall be washed daily before 9:00 a.m. Tables should be checked frequently throughout the day and kept clean at all times.
- b. Tables should also be checked in cooler weather and cleaned if they have been used.
- c. Concrete picnic table pads shall be cleaned daily. Pads should be swept or hosed and scrubbed if stains exist.

12. Rest Area Rules

- a. Rest area rules are posted at each building. Attendants shall politely notify patrons when violations are sited. Confrontations are to be avoided.
- b. Signs indicating where pets are allowed are posted at each rest area. Attendants shall politely notify patrons of these locations if they have a pet in a restricted area.

13. Snow Removal

The Contractor is responsible for snow removal in designated areas at each site. The Contractor will provide all power equipment and the fuel necessary to operate the equipment. All attendants must be knowledgeable in the operation of the equipment used for snow removal. Additional help may be added with Department approval.

13. Snow Removal continued

The following areas are designated for snow removal: Sidewalks in front of building from end to end, sidewalks around the building and kiosk, sidewalks and crossovers between the car and truck parking areas and any location where there are steps. The entire handicapped parking access adjacent to the front walk should be kept clear at all times. Areas around benches, trash barrels and vending machines should be kept clear of snow. Snow should be removed from edge to edge on all sidewalks. A path at least 36" wide adjacent to the curb in the parking lot will be kept free of snow and ice. Picnic area sidewalks do not need to be cleared. Access to the RV dump stations will be kept open.

- a. During snowstorms, snow shall be removed continuously to maintain an access path from the curb to the rest area building. If storms occur when the buildings are unattended, the attendant arriving for the first shift after checking the rooms for damages and dirty conditions should then clear a path from the building to the parking lot before starting their major cleaning.
- b. Snow and ice will be completely removed down to the pavement or sidewalk within eight (8) working hours from the end of the storm. If drifting occurs after the walks have been cleared the attendant is to continue to clear snow at times when they are not cleaning.
- c. Snow will not be piled on trees or shrubs and will not be blown into the parking lot if the Department crews have cleared the area. If motorized vehicles are used, snow shall not be pushed into picnic areas.
- d. All snow removal will be performed under normal traffic conditions.
- e. Ice removal chemicals are provided by the Department and should be used on ice in and around the building area and sidewalks. Snow is to be removed prior to using ice melt and care should be taken not to over use the chemicals.
- f. Contractor or attendants may be asked to assist the Department with traffic control when the plows are clearing the car and truck parking. It may be necessary to reopen the sidewalks between the car and truck parking areas after Department's vehicles are finished.

Note: It is important to keep a path open to the building as outlined above. However it is equally important to keep the restrooms in good condition. During a storm it is recommended that a schedule of 30 to 40 minutes outside clearing snow and then spending the same amount of time inside cleaning should accomplish both tasks adequately.

14. Surveillance of Parked Vehicles

- a. Parked vehicles shall be given a periodic cursory inspection to determine if passengers are in need of help.

14. Surveillance of Parked Vehicles (continued)

- b. Any vehicle parked for an abnormal length of time with engine running or in a location not normally used for parking shall be checked more thoroughly
- c. Every effort should be made not to interfere with the privacy of the passengers unless something is obviously wrong. Anytime that an attendant or Contractor has an idea that something is not right, they are to immediately contact the Iowa State Patrol.

15. Trash Control

- a. Empty trash receptacles before they are full. Depending on the time of year and the number of visitors this can vary from once per day to several times per day. Attendants should check trash receptacles frequently throughout their shift.
- b. Receptacles and lids shall be thoroughly washed twice per week during the summer.
- c. The inside liners should be washed twice per month during the summer.
- d. All trash receptacles will be lined with trash bags. Use bags only once. Trash bags are to be disposed of in the dumpster located at each rest area. Dumpsters are to be locked at all times.
- e. Minor parking areas will have the trash collected every other day in the summer and every third day during the winter or as directed by the Department.
- f. **Attendants are not to go through the trash for the purpose of collecting cans.**

16. Travel Trailer Dump Stations

- a. Attendants shall check the stations for operation daily and to make sure hydrants have not been left on. Dump stations are to be checked year around.
- b. Clear any blockage. Any malfunctions should be reported to the Department.

17. Vandalism and Property Damage

- a. When any visitor to the rest area mistreats the grounds or facilities with obvious intent, the attendant shall if possible get the description and license number of the vehicle in which the violator(s) are riding.
- b. Phone county Sheriff or Iowa State Patrol and wait for them to arrive.
- c. The attendant or Contractor shall **NOT** try to handle the matter alone and shall **NOT** place themselves in a position in which their authority could be questioned. The Contractor or the attendant on duty is **NOT** an enforcement officer and in no instance shall act as such.

17. Vandalism and Property Damage (continued)

- d. If vandalism occurs when the building is unattended, the attendant upon discovery will contact the Department and describe in the daily log the damage, location, time discovered, etc.

18. Vehicles (Contractor or Attendant)

- a. Contractor and attendant's personal vehicles will be parked in either the first parking stall as you enter the rest area or the last stall as you leave the area.

Janitorial Contractor Maintenance Responsibilities

The Department will decide any and all questions that may arise concerning contract language, the responsibilities of the Contractor and the quality and acceptability of all work performed under this contract.

The Contractor or the attendants will be required to perform or assist the Department with a number of responsibilities as part of their normal duties. **The Contractor is expected to have the necessary hand tools to perform these tasks.** The Department will furnish all tools and equipment (not hand tools) for these responsibilities. The Contractor will be provided training by the Department for specific tasks. It is the responsibility of the Contractor to provide training for all of their employees. Any employee on duty at a rest area that is not properly trained will be considered in violation of this contract.

The following is a list of maintenance and repair items that the Contractor will be required to perform, unless otherwise directed by the Department, as part of their activities. Some of these tasks need to be done on a daily basis, while others are weekly, monthly, or annually. A checklist will be provided at each site to record these activities. Other items listed below may be necessary only if problems occur. The Department is to be notified immediately if there are non-functioning fixtures in either restroom that the Contractor or attendant cannot repair. **“Out of Order” signs will be used only when directed by the Department.**

Failure to perform any contract specification may result in the assessment of liquidated damages as outlined in the “Instruction to Bidders” under **Remedies upon Default.**

1. Air Condition / Furnace

- a. Change filters at the first of each month or as directed by the Department
- b. Thermostats will be set by the Department and will not be changed unless directed.
- c. Clean condenser unit in the spring and fall or as directed by the Department.

2. Doors – Outside Entry, Restroom and Utility

- a. Tighten any screws that are loose and replace if missing.
- b. As directed by the Department, damaged, rusted, chipped or worn spots will be sanded, primed and painted.
- c. Check power assisted doors for proper operation daily. Notify Department of malfunctions.

3. Drinking Fountains

- a. Notify the Department if water flow is not at the proper height for convenient drinking.
- b. Remove lime buildup from around bubbler.

4. Exhaust Fan

- a. Run as directed by Department.

5. Floor Drains

- a. Remove grates from floor drains and flush as directed by the Department.

6. Flush Valves

- a. Clean and / or replace flush valve parts when malfunctions occur or as directed by the Department.

7. Hand Dryers

- a. Hand dryer covers shall be removed monthly to clean fins and airflow chambers.
- b. Breaker should be turned off before beginning.
- c. Remove intake vent and clean monthly or as needed.

8. Lavatories

- a. Clean lens and remove lime build up at spigot holes weekly to insure proper flow.

9. Soap Dispensers

- a. Notify Department if not operating properly.

10. Storm Windows

- a. Storm windows will be removed and cleaned April 1 and stored.

11. Toilets and Urinals

- a. Plunge and / or augur plugged toilets and urinals as needed
- b. Flush and / or augur toilet and urinal sewer lines as needed.
- c. Notify Department of any malfunctioning toilets or urinals.

12. Toilet Tissue Dispensers

- a. Replace damaged dispensers.

13. Water Heaters

- a. Water heaters will be flushed monthly or as directed by the Department.

14. Additional Maintenance Items

- a. Other minor maintenance items or problems could occur that are not listed above. The Contractor or attendant is expected to perform those duties with direction from the Department.

Maintenance Tasks beyond Normal Requirements

Occasionally there may be tasks that need to be done at a site that are beyond what is normally expected of the janitorial Contractor. These are tasks that would probably require more time and staff to accomplish. The Contractor will be allowed to submit a bid to perform this work if they desire.

The Department will review the bid and award the contract if cost is consistent with other bids for the work. This work can be done during the regular shift but it **CAN NOT** interfere with the normal duties. The rest area buildings will be attended to at all times throughout the required shift.

Rest Area Closing

If it becomes necessary to close a rest area for scheduled improvements or unforeseen causes, the Contractor will be given a minimum of thirty days notice before compensation will cease. If certain activities need to be continued at those sites the Department will negotiate with the Contractor at the time.

Emergencies During and After Normal Hours

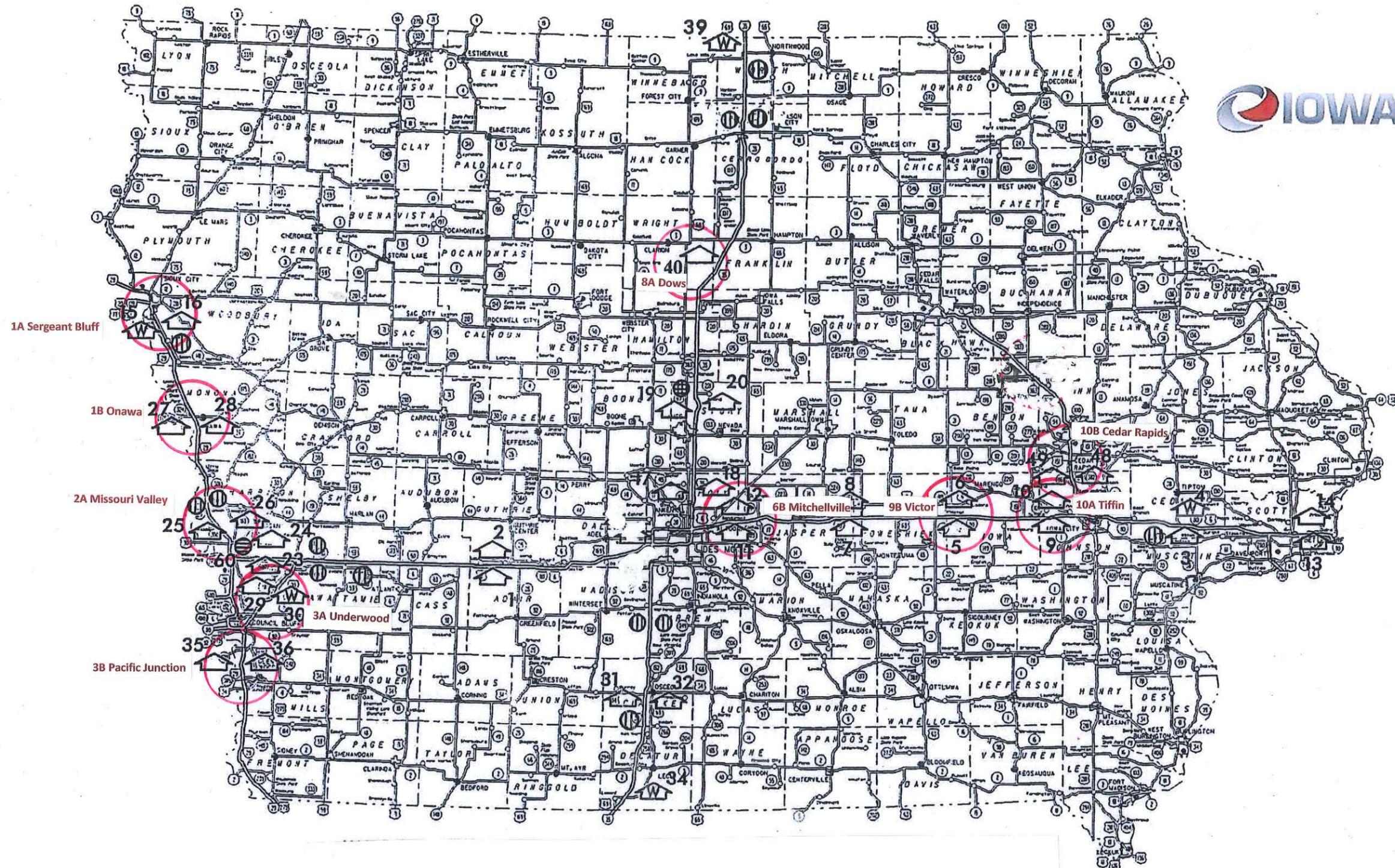
If any of the following problems occur while an attendant is on duty the Department is to be contacted within one hour and corrective action should be taken. If problems occur when the building is not attended, the Department is to be contacted as soon as problems are discovered.

- Power Outages
- Major Vandalism
- Well or Booster System Failure
- Hazardous Material Spills
- Police or Ambulance Calls to Site

Building Keys

The Contractor shall not give keys to individuals other than employees. All keys must be returned to the Rest Area Administrator when the contract is completed. The Department will withhold final payment until all keys are returned. If it becomes necessary to change the locks at a building because of failure to return keys or employee problems all cost associated with the process will be deducted from Contractor's final payment.

IOWA INTERSTATE REST AREAS



Interstate Rest Area Janitorial Contracts

2016

Attachment # 1 – Certification Letter

Alterations to this document are prohibited (see Section 2.13.14)

Note: Effective Date follows signature of last page

Ms. Renee R. Shirley, Director of Purchasing
Iowa Department of Transportation
Office of Finance
Purchasing Section
800 Lincoln Way
Ames, Iowa 50010

Re: PROPOSAL CERTIFICATIONS

Dear Ms. Shirley:

I certify that the contents of the Response submitted on behalf of authorized Vendor/Contractor Company name designated in response to Iowa Department of Transportation's Request for Proposal (RFP) designated on the cover page and specified following the signature line of this document are true and accurate. I also certify I have not knowingly made any false statements in the Response as the representative for the Vendor/Contractor.

Certification of Independence

I certify that I am a representative of the Contractor expressly authorized to make the following certifications on behalf of the Contractor. By submitting a Response to the RFP, I certify on behalf of the Contractor the following:

1. The Response has been developed independently, without consultation communication or agreement with any employee or consultant to the Iowa DOT or any Participating Agency, or with any person serving as a member of the evaluation committee.
2. The Response has been developed independently, without consultation, communication or agreement with any other contractor or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Response has not been and will not be knowingly disclosed directly or indirectly prior to the Iowa DOT's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by the Contractor to induce any other Contractor to submit or not to submit a Response for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between the Contractor and the Iowa DOT or any Participating Agencies that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Contractor nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Response been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for, or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this RFP had one or more public transactions (federal, state, or local) terminated for cause. This certification is a material representation of fact upon which the Iowa DOT has relied upon when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available, the Iowa DOT may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

7. Pursuant to Iowa Code Sections 423.2(10) and 423.5(8) (2009) a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa

sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. Contractors are required to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Response to the RFP, the Contractor certifies the following: (check the applicable box)

Contractor is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or

Contractor is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) and (43).

Contractor also acknowledges that the Iowa Department of Transportation may declare the Contractor’s Response or resulting contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Iowa Department of Transportation or its representative filing for damages for breach of contract in addition to other remedies available to Iowa Department of Transportation.

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Contractor Organization]

[Date]

Request for Proposal Number: _____

Attachment #2 – Authorization to Release Information Letter

Alterations to this document are prohibited (see Section 2.13.14)

Note: Effective Date follows signature of last page

Ms. Renee R. Shirley, Director of Purchasing
Iowa Department of Transportation
Office of Finance
Purchasing Section
800 Lincoln Way
Ames, Iowa 50010

Re: AUTHORIZATION TO RELEASE INFORMATION

Dear Ms. Shirley:

I certify that I am an authorized representative of the Vendor/Contractor and hereby authorize the Iowa Department of Transportation or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Contractor in response to Request for Proposal Number (RFP) designated on the cover page and specified following the signature line of this document.

The Contractor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Contractor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Contractor is willing to take that risk. The Contractor hereby releases, acquits and forever discharges the State of Iowa, the Iowa DOT, Participating Agencies, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Iowa DOT or the Evaluation Committee in the evaluation and selection of a successful Contractor in response to the RFP.

The Contractor authorizes representatives of the Iowa DOT or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Contractor's Response to the RFP.

The Contractor further authorizes any and all persons, entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Contractor's Response. The Contractor hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Contractor that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Iowa DOT or the Evaluation Committee in the evaluation and selection of a successful contractor in response to the RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Contractor Organization]

[Date]

Request for Proposal Number: _____

Attachment # 3 Requirements Check List

Section	RFP REFERENCE	PAGE NUMBER IN RESPONDER'S RESPONSE
Cover	Response Sheet	
4.3	Schedule of Prices	<i>In separate sealed envelope.</i>
2.3/2.6	Vendor signed Addenda <i>if issued</i> . Posted on internet website: www.iowadotpurchasing.com	
3	Mandatory/Desired Requirements	
4.1.3	One (1) Original hard copy (and the number of copies as specified (Procurement Timetable).	
4.1.4	One (1) Public Copy with Confidential Information Excised – If Applicable	
4.2.1	Transmittal Letter	
4.2.5	Background Information	
4.2.5.10	Sub-Contractors	
4.2.6	Experience – Including 3 References	
4.2.7	Personnel	
4.2.9	Termination, Litigation, Debarment	
4.2.10	Certification Letter (Attachment 1)	
4.2.11	Acceptance of Terms and Conditions	
4.2.12	Authorization to Release Information (Attachment 2)	
4.2.15	Work Plan	

This page is supplied as a checklist and is not intended to be used as an all-inclusive Response requirement

Responder _____

SEALED SOLICITATION

PROPOSAL NO: _____

DESCRIPTION: _____

RESPONSE DUE DATE: _____

**Iowa Department of Transportation
PURCHASING – SEALED SOLICITATION
800 Lincoln Way
Ames, Iowa 50010**