

Date Bids Due 1/9/2015		Time of Bid Opening 1:00 PM	Bid Opening Location 800 Lincoln Way, Ames, IA	
Proposal Number 13279	Description Metal Access Ladder and Installation			
Contract to Begin 1/12/2015	Date of Completion 2/16/2015	Proposal Guaranty Amount \$0.00	Liquidated Damages \$0.00	
Purchasing Agent Jean Gustafson	E-Mail Address jean.gustafson@dot.iowa.gov	Phone 515-239-1173	Fax 515-239-1538	
Company Name			Federal Tax ID	
Street Address		City	State	Zip Code
Supplier Contact (type or print)	E-Mail Address	Phone	Fax	
Supplier agrees to sell items/services at the same prices under the same terms and conditions to any other state agency, Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> YES <input type="checkbox"/> NO		Are you a Iowa Targeted Small Business? <input type="checkbox"/> YES <input type="checkbox"/> NO		

### GENERAL INFORMATION/PROPOSAL STATEMENT

The entire contents of this Proposal, Addendums to the Proposal, Specifications, Supplemental Terms and Conditions, Standard Terms and Conditions, and Schedule of Prices shall become part of the contract or purchase order. **Faxed or e-mail bids will be accepted.**

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

### Standard Terms and Conditions for Quotations

**Acceptance/Rejection:** The State of Iowa reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the Iowa DOT. The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid.

**Method of Award:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.

**Contracts:** Successful contractor(s) may be sent either a formal Contract or a purchase order. The contractor may not assign the contract to another party without written authorization from the Office of Procurement and Distribution.

**Pricing and Discount:** Unit prices shown on the documents shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated on the request. If there is a discrepancy between the unit bid prices, extension, or total amount of bid, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase. Discounts for early payment are allowed, but not considered in award of the contract.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_



## Schedule Of Prices

Number	13279
Date Required	01/09/2015 1:00 PM

Title Metal Access Ladder and Installation  
 Delivery Location AMES, IA 50010  
 Shipping Terms FOB Destination/Freight Prepaid

Vendor  
 PA Name Jean Gustafson  
 Phone 515-239-1173  
 E-Mail jean.gustafson@dot.iowa.gov

Description

Product Availability Days: \_\_\_\_\_

All items must be bid.

Price Good Until: \_\_\_\_\_

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	1	JOB	Metal Access Ladder O'Keeffe's model #533A or approved alternative and installation Low parapet access with platform and no return 20'-0" to top of parapet see specifications for details stock item or fabricated item meeting specifications will be accepted.			

Comments:

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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

-INFORMAL-

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

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

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

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

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

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

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

---

#### A. Bid Proposal

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

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

## B. Award

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

1. **Method of Award:** Award shall be made to the lowest responsible, responsive bidder whose bid meets the requirements of the solicitation and is the most advantageous to the Iowa DOT unless otherwise specified. An Iowa bidder will be given preference over an out-of-state bidder when bid responses are equal in all aspects and are tied in price. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.
2. **Award Protests:** Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)"e" of the Iowa Administrative Code.
3. **Contracts:** Successful contractor(s) may be sent either a formal Contract, Notification of Award or purchase order as confirmation of acceptance and award. Any of these binding agreements shall be for the term stated in the bid proposal or on a purchase order and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement as defined. The successful bidder may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section. A service contract, including all optional renewals, shall not exceed a term of six years unless a state agency obtains a waiver of this provision pursuant to rule 11-11B.16 (8A).
4. **Payment Terms:** The Iowa DOT typically pays properly submitted vendor invoices within thirty (30) days of receipt, providing goods and/or services have been successfully delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT and must reference the purchase order number to be submitted for processing.
5. **Default:** Failure of the Supplier to adhere to specified delivery schedules or to promptly replace rejected materials shall render the Supplier liable for all costs in excess of the bid price when alternate procurement is necessary. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the binding agreement.

6. **Default:** Failure of a Contractor other than a Supplier to meet any specified project completion deadline shall render the Contractor liable for all costs incurred by DOT that were: a) necessary to meet said deadline; or b) necessary to complete said project after said deadline. 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.

### C. General

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

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

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

- The Iowa DOT's duties are substantially modified.

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

**Iowa Department of Transportation  
General Requirements  
Proposal No.: 13279  
Metal Access Ladder and Installation  
Letting Date: January 9, 2015 1:00 PM**

**SCOPE OF WORK**

Vendor to provide all labor and equipment necessary to furnish and install metal access ladder according to specifications at Warehouse Building located at 800 Lincoln Way, Ames, IA 50010.

***Questions regarding the bidding documents should be directed to:***

Purchasing Section

Purchasing Agent – Jean Gustafson

Phone No.: 515-239-1173 Fax No.: 515-239-1538

Email: [jean.gustafson@dot.iowa.gov](mailto:jean.gustafson@dot.iowa.gov)

**Contract Award**

It is the intent of the Iowa DOT to award the contract to the responsible bidder 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. Award will be based on the total lump sum amount of bid price shown on the Schedule of Prices. Bid price will include all requirements listed in Specifications and Supplemental Terms to complete this proposed project.

**Purchase Order**

A Purchase Order will be issued to the awarded Vendor for this Bid Proposal.

**Site Visit**

It is recommended, but not required, that prospective bidders on this project shall visit the job site prior to submitting a quotation for this work. To view the site, contact me and I can arrange for your visit.

**Addenda**

Addenda, if issued, will be emailed to all vendors on the bidders list, and acknowledgement of receipt of addenda will be indicated on the bidder's proposal form.

All addenda so issued shall become part of the contract documents.

**Workmanship**

Work shall be performed in best, most workmanlike manner by mechanics, skilled and employed continuously in their respective trade. Installation shall be made by the manufacturer or their authorized installer where specified. Unsatisfactory work shall be replaced at Contractor's expense.

**Clean-Up**

Throughout the period of construction, the Contractor shall clean up all work and yard areas and keep the area reasonably free of debris, etc., as required for proper protection of the work. Prior to final acceptance, the Contractor shall remove all debris, tools and equipment from the project site.

**Inspection and Supervision:**

All work to be coordinated with Ashley Smelser, 515-239-1270 or email [ashley.smelser@dot.iowa.gov](mailto:ashley.smelser@dot.iowa.gov). All work shall be according to the approved design and shall be under the direct supervision of the Iowa DOT.

## Insurance Requirements

### Contractor's Insurance

- 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:
  - Comprehensive 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      follow 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

### Builders Risk Insurance:

- Each Contractor holding a valid contract with the Owner shall furnish and pay for builder's risk insurance, providing coverage for at least the following losses: fire, extended coverage, vandalism and malicious damage to materials incorporated in the project, and materials purchased to be incorporated in the project, either stored on or off the permanent job site. If this insurance coverage is not provided, the Contractor shall assume all responsibility for the perils outlined above which may occur prior to project completion and acceptance.

- Failure on the part of the Contractor(s) to comply with the requirements of this Article will be considered sufficient cause to suspend the work, withhold estimates, and to deny the Contractor(s) any further contract awards, as provided in Article 1103.01.
- 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

**SECTION 05 5000**  
**METAL FABRICATIONS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Prefabricated ladders.

**1.02 REFERENCE STANDARDS**

- A. ANSI A14.3 - American National Standard for Ladders -- Fixed -- Safety Requirements; 2008.
- B. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2010.
- C. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric]; 2010.
- D. ASTM B210 - Standard Specification for Aluminum and Aluminum-Alloy Drawn Seamless Tubes; 2012.
- E. ASTM B210M - Standard Specification for Aluminum and Aluminum-Alloy Drawn Seamless Tubes (Metric); 2012.
- F. ASTM B211M - Standard Specification for Aluminum and Aluminum-Alloy Rolled or Cold-Finished Bar, Rod, and Wire (Metric); 2012e1.
- G. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2013.
- H. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; American Welding Society; 2012.
- I. AWS D1.2/D1.2M - Structural Welding Code - Aluminum; American Welding Society; 2008.
- J. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel; International Accreditation Service, Inc.; 2011.

**1.03 SUBMITTALS**

- A. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
  - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.

**1.04 QUALITY ASSURANCE**

- A. Fabricator Qualifications: A qualified steel fabricator that is accredited by the International Accreditation Service (IAS) Fabricator Inspection Program for Structural Steel (AC172).

**PART 2 PRODUCTS**

**2.01 MATERIALS - ALUMINUM**

- A. Sheet Aluminum: ASTM B209 (ASTM B209M), 5005 alloy, H34 temper.
- B. Aluminum-Alloy Drawn Seamless Tubes: ASTM B210 (ASTM B210M), 6063 alloy, T6 temper.
- C. Bolts, Nuts, and Washers: Stainless steel.
- D. Welding Materials: AWS D1.2/D1.2M; type required for materials being welded.

**2.02 FABRICATION**

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

- D. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

### **2.03 PREFABRICATED LADDERS**

- A. Prefabricated Ladder: Welded metal unit complying with ANSI A14.3; factory fabricated to greatest degree practical and in the largest components possible.
  - 1. Components: Manufacturer's standard rails, rungs, treads, handrails, returns, platforms and safety devices complying with the requirements of the MATERIALS article of this section.
  - 2. Materials: Aluminum; ASTM B221/B221M, alloy 6063-T52.
  - 3. Finish: Manufacturer's standard clear anodized coating, comply with AAMA 611, Class 1.
  - 4. Products:
    - a. O'Keeffe's, Inc: Model 533A: [www.okeeffes.com](http://www.okeeffes.com).
    - b. Substitutions: Accepted with documentation of meeting specified standard.

### **2.04 FABRICATION TOLERANCES**

- A. Squareness: 1/8 inch maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch.
- C. Maximum Misalignment of Adjacent Members: 1/16 inch.
- D. Maximum Bow: 1/8 inch in 48 inches.
- E. Maximum Deviation From Plane: 1/16 inch in 48 inches.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive work.

### **3.02 INSTALLATION**

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Obtain approval prior to site cutting or making adjustments not scheduled.
- D. Attach ladder to existing masonry building.

### **3.03 TOLERANCES**

- A. Maximum Variation From Plumb: 1/4 inch per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch.
- C. Maximum Out-of-Position: 1/4 inch.

**END OF SECTION**