

Date Bids Due 12/30/2014		Time of Bid Opening 1:00 PM	Bid Opening Location 800 Lincoln Way, Ames, IA	
Proposal Number 13294	Description Southwing Base and Stair Covering			
Contract to Begin 1/1/2015	Date of Completion 5/29/2015	Proposal Guaranty Amount \$0.00	Liquidated Damages \$100.00	
Purchasing Agent Rhonda Ruark	E-Mail Address rhonda.ruark@dot.iowa.gov	Phone 515-239-1285	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:** _____



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. Proposals received after the time of the bid opening will be returned to the bidder and considered non-compliant.
2. **Communications:** Questions concerning this proposal should be directed to the purchasing agent listed on the bid proposal. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication.
3. **Pricing and Discount:** Unit prices shown on the bid/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 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.
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.



Schedule Of Prices

Number	13294
Date Required	12/30/2014 1:00 PM

Title Southwing Base and Stair Covering
 Delivery Location ,
 Shipping Terms FOB Job Site

Vendor
 PA Name Rhonda J Ruark
 Phone 515-239-1285
 E-Mail rhonda.ruark@dot.iowa.gov

Description Site visit required. Tuesday, December 16, 2014 10:30 AM to 11:30 AM. Meet in the front lobby of the Administration Building by the security desk.

Product Availability Days: _____

Price Good Until: _____

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	1	LUMP	Materials for South Wing Stair Covering Provide materials, prep and stain, fabricate stair covering according to plans, specifications or scope of work.			
Comments:						
2	1	JOB	Labor to Install Stair Covering			
Comments:						
3	1	LUMP	Materials for South Wing Base Covering Provide materials, prep and stain, fabricate base covering according to plans, specifications or scope of work.			
Comments:						
4	1	JOB	Labor to Install Base Covering			
Comments:						

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

Signature: _____ Date: _____

TABLE OF CONTENTS
Iowa Department of Transportation
General Requirements

Proposal No.: 13294
South Wing Base and Stair Covering

Letting Date: December 30, 2014 1:00 P.M.

Part 1 General Conditions

- 1.1 Adoption of General Conditions**

Part 2 Supplementary Instructions to Bidders

- 2.1 General**
- 2.2 Bidders Responsibilities**
- 2.3 Bidding Documents**
- 2.4 Bidding Procedures**
- 2.5 Consideration of Bids**
- 2.6 Performance and Payment Bonds**
- 2.7 Notice of Tax Exempt Status**
- 2.8 Labor Regulations**
- 2.9 Targeted Small Business Program**

Part 3 Supplementary General Conditions

- 3.1 The Contractor**
- 3.2 Administration of the Contract**
- 3.3 Sub-Contractors**
- 3.4 Contract Period**
- 3.5 Payments and Completion**
- 3.6 Protection of Persons & Property**
- 3.7 Insurance Requirements**
- 3.8 Miscellaneous Provisions**
- 3.9 Public Contract Termination**

Iowa Department of Transportation
General Requirements
Proposal No.: 13294

South Wing Base and Stair Covering
Ames, IA

Letting Date: December 30, 2014 1:00 P.M.

Part 1 General Conditions

1.1 Adoption of General Conditions

- A. The General Requirements of this Contract shall include the "General Conditions", "Instructions to Bidders" and the "Supplementary General Conditions" as herein stated.
- B. All bidder information and conditions, bid check lists and similar documents included in the specification by the Office of Finance, Purchasing Section of the Iowa Department of Transportation, Ames, Iowa are hereby made a part of the General Conditions.

Part 2 Supplementary Instructions to Bidders

2.1 General

A. Owner:

The owner of this project is the Iowa Department of Transportation (IA DOT), 800 Lincoln Way, Ames, Iowa 50010.

B. Contract Document Information:

Questions regarding the bidding documents should be directed to:

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

Location of Project

Iowa Department of Transportation,
Ames Complex, South Wing
800 Lincoln Way
Ames, IA 50010
.....

C. Restrictions on Communication:

From the issue date of this RFP until announcement of the successful bidder(s), bidders may contact only the Issuing Officer. The Issuing Officer will respond only to questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted in writing to the Issuing Officer by 11:00 A.M., December 18, 2014. Verbal questions related to the interpretation of this RFP will not be accepted. Bidders may be disqualified if they contact any state employee other than the Issuing Officer.

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

The IA 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 the bidder verbally shall not be considered part of that bidder's proposal. Only written communications from the bidder and received by the Iowa DOT shall be accepted.

C. Scope of Work:

The scope of work for this project includes prep, stain and fabricate stair covering in the south wing building of Ames DOT Complex. The successful contractor will provide all services, labor, materials, transportation and equipment necessary to perform all work according to plans and specifications.

Base and Stairs:

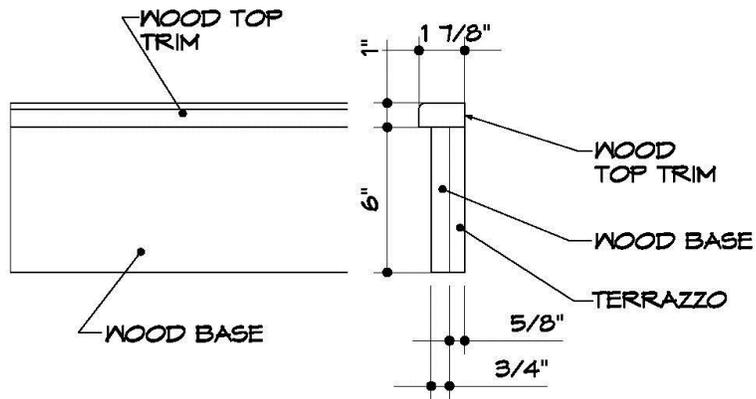
Contractor to provide all labor, equipment and fabricate materials for floor base, base profile provided, and covering for stairs on the south wing stairs located in the Ames Complex at 800 Lincoln Way, Ames, IA 50010. Include installation price to and separate into base and stairs.

- Base to include approximately 800 LF of oak to be stained to match designer's sample
- Base top trim to include approximately 800 LF of oak to match base
- Stair materials to be oak finish grade plywood, stained to match designer's sample, with furring strips and backing for support
- Approximately 12 3/4" x 4 x 8 sheets of plywood
- Approximately 50 LF Oak stringer needed Furring strips needed
- All work should be completed within thirty (30) days of cost estimate acceptance.

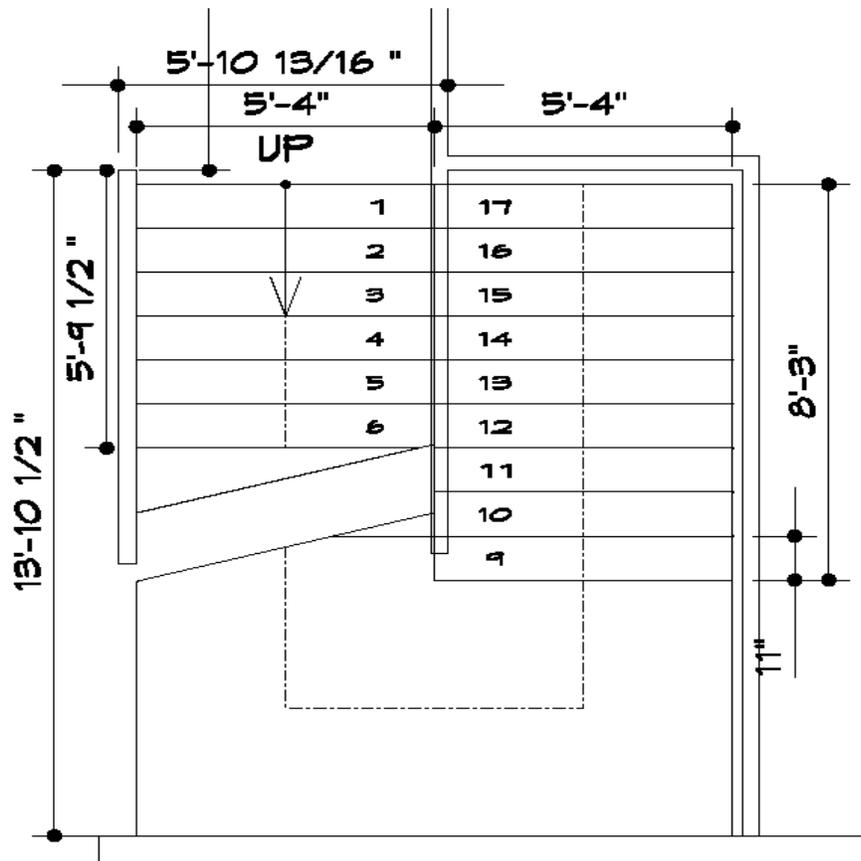
Work to be done in phases with estimated dates listed below:

Phase I 2nd floor base and stair covering, approximately 250 LF of base
(start base anytime, stairs beginning of January)

Phase 1 1st floor base approximately 550 LF of base
(start May 1st)



BASE DETAILS





E. 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 agency, cost and other factors considered.

Bid price will include all requirements listed in Specifications and Supplemental Terms. Other factors include, but are not limited to: meeting or exceeding mandatory requirements, proposed staffing, and meeting required time schedule.

F. Contract Period:

The completion date of this contract will be no later than May 30, 2015.

G. Basis of Payment:

Progress payment for completion of phases will be made with 3% retained. Once the project has been completed and DOT has accepted, invoices may be submitted for payment.

2.2 Bidder Responsibilities

A. Site Visit:

It is required that prospective bidders on this project shall visit the job site prior to submitting a quotation for this work.

A site visit is scheduled for Tuesday, December 16, 2014 from 10:30AM to 11:30 AM.

Contact persons regarding project site visit contact

Ames Complex, Ashley Smelser

Phone: 515-239-1270

Email: ashley.smelser@dot.iowa.gov

B. Conditions of Work:

Bidders must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve successful bidders of their obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible, the Contractor, in 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 contractor.

C. Obligation of Bidder:

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the drawings, specifications, and other contract documents, including all addenda.

The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.

D. Codes, Laws and Regulations:

The laws of the State of Iowa in relation to and pertaining to public improvements shall apply to this project. All construction, materials and methods shall comply with the State and Local Building Codes and with Local Ordinances, except where plans and specifications establish a higher standard.

E. Licenses, Permits and Inspections:

The Vendor 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. The Vendor shall pay for all licenses, permits and inspection fees required for its work. The Vendor must furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work.

No considerations or revision in the contract price or scope of the project will be considered by the Owner for any item which could have been revealed by a thorough on-site inspection and examination.

G. Withdrawal Period:

Prime bidders, subcontractors and material suppliers on this project agree to guarantee their proposal for a period of thirty (30) days after the date of receipt of bids. No bid may be withdrawn during this period.

2.3 Bidding Documents

A. Plans and Specifications:

The Specifications are to remain on file at the Iowa DOT, Purchasing Section, 800 Lincoln Way, Ames, IA 50010.

In the event of a conflict between the specifications and the drawings, the specifications shall take precedence.

B. Contents of the Contract Documents:

In case of a discrepancy between contents of the contract documents, the following items listed by descending order shall prevail:

- Addendum
- Proposal Form
- Special Provision
- Plans
- Supplemental Specifications
- Standard Specifications

Should there be a discrepancy between figures and drawings on any of the contract documents, the figures shall govern unless they are obviously incorrect.

C. Interpretation of Contract Documents:

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, the bidder will submit to the Iowa DOT a written request for an interpretation thereof. Requests for interpretation must be received on or before **11:00 A.M., December 18, 2014**.

The person submitting a request will be responsible for its prompt delivery.

No interpretation of the meaning of the drawings, specifications, or other pre-bid documents will be made to any bidder orally. Interpretations will be made only by addendum duly issued.

A copy of such addendum will be e-mailed or to each person receiving a copy of the contract documents and to such other prospective bidders having requested that they be furnished with a copy of each addendum.

D. Materials and Equipment:

Names of Manufacturers and vendors listed in the bidding documents are listed for the bidders only. Manufacturers and vendors, in addition to those specifically listed, are acceptable when it is proven to the satisfaction of the Iowa DOT that:

- a. The level of quality proposed is equal to or better than that of the referenced manufacturer/vendor's quality.
- b. The technical characteristics of the proposed product meet or exceed the requirements of the drawings and specifications.
- c. The use of the materials or equipment does not require major revisions of the drawings and specifications to permit their use.

Any additional cost in other work incurred as a result of these approvals shall be borne by the Contractor, including all costs for modifying other related materials/systems and the cost of any additional engineering or design fees required to accommodate the substitution/approval.

The Contractor must be confident that a proposed product or material meets or exceeds the requirements shown on the drawings and specifications. It will be the responsibility of the

Contractor to verify and demonstrate that a proposed product meets or exceed the drawings and specifications at time of shop drawing reviews. If a proposed product or material is determined to be technically unacceptable as judged by the Iowa DOT, the Contractor shall be required to supply products or materials that meet the requirements required to supply products or materials that meet the requirements stated in the drawings and specifications at no cost increase to the Iowa DOT. Under no circumstances will the Iowa DOT be required to prove that proposed substitutions is not equal to the project requirements. The decision of the Iowa DOT on all requested proposals/substitutions is final.

E. Exceptions/Equals:

No substitutions, changes or additions to the request for proposals shall be permitted.

F. Addenda:

Addenda, if issued, will be emailed to all known plan holders, and acknowledgement of receipt of addenda will be indicated on the bidder's proposal form. All addenda so issued shall become part of the contract documents.

Contact Rhonda Ruark to be added to the bidder's list to ensure inclusion on any addendums. rhonda.ruark@dot.iowa.gov.

2.4 Bidding Procedures

A. Proposed Form:

Each Bid must be submitted on the Schedule of Prices form.

B. Proposal Guaranty:

Not required for this for this project.

C. Submitting Proposals:

Each proposal must be submitted in ink or typewritten and may be

E-mailed: rhonda.ruark@dot.iowa.gov,

Faxed: 515-239-1538,or

Mailed: The Iowa Department of Transportation, Purchasing Section: Rhonda Ruark,
800 Lincoln Way, Ames, Iowa 50010.

Bids shall be due on or before **1:00 P.M., December 30, 2014.**

D. Withdrawal Period:

Prime bidders, subcontractors and material suppliers on this project agree to guarantee their proposal for a period of thirty (30) days after the date of receipt of bids. No bid may be withdrawn during this period.

E. Extension of Contract Period:

The Iowa DOT will grant an extension of the contract period for additional work requiring additional construction time that adds additional work to the controlling item of work.

F. Facsimile Modifications and Bid Closing:

Bids received prior to the time of opening will be kept securely unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered.

G. Informalities:

The Owner may waive any informality or reject any or all bids.

2.5 Consideration of Bids

A. Rejection of Bids:

The Iowa DOT reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Iowa DOT that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

Conditional bids will not be accepted.

B. Qualification of Bidder:

The Iowa DOT may make such investigations as they deem necessary to determine the ability of the bidder to perform the required work, and the bidder shall furnish to the Iowa DOT all such information and data for this purpose as the Iowa DOT may request.

2.6 Performance and Payment Bonds

A. Performance Bonds:

Performance bond is not required on contracts for less than \$25,000. However, if the Contract is \$25,000 or more, the bidder shall furnish bonds covering the faithful performance of 100% of the contract and the payment of all obligations arising thereunder. One copy of the bond shall be submitted on Iowa Department of Transportation Form 131070. All items must be properly filled in, including Contractor's signature. Resident commission agent or attorney-in-fact must file a copy of the power of attorney.

B. Power of Attorney:

Attorney-in-fact who signs the proposal guaranty, Performance Bond, and Labor and Material Payment Bond must file with each bond a certified and effectively dated copy of the Power of Attorney.

2.7 Notice of Tax Exempt Status

A Sales Tax Exemption Certificate and authorization letter will be issued to the successfully awarded construction contractor for the purchase of building materials, supplies and equipment used in the performance of this construction contract.

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

2.8 Labor Regulations

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

2.9 Targeted Small Business Program

The 1986 Iowa Legislature enacted legislation relating to procurement from Iowa Targeted Small Businesses. (Iowa Code, Chapter 73, and Iowa Administrative Code rules 761-20--[01,B] Chapter 2). It is hereby agreed that when entering into a contract with the State of Iowa, the Contractor will take documented steps to encourage participation from TSB's for the purpose of subcontracting and supplying of materials.

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

Part 3 Supplementary General Conditions

3.1 The Contractor

A. Guidelines:

Contractors shall comply with Iowa Occupational Safety and Health Standards as found in 29 CFR Parts 1910 and 1926. Of particular importance are those standards referring to the use of personal protective equipment, fall protection and ventilation.

B. Immunity of Iowa Department of Transportation:

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

C. Suspensions and Debarment:

The Contractor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal agency.

D. Termination Due to Lack of Funds or Change in Law:

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

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

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

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

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

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

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

E. Guarantee:

The Contractor shall guarantee all work executed under this contract, both as the workmanship and materials, for a period of twelve (12) months after the date of acceptance, except that special guarantee provision specified elsewhere in these Specifications shall take precedence. Neither the final payment nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall remedy any defect thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of the final acceptance. With one month remaining in the guarantee period, the Contractor shall notify the Iowa DOT and set up a complete building walk-through inspection.

All materials, items of equipment, and workmanship furnished under this division of the specifications shall carry the standard warranty against all defects in material and workmanship.

Any fault due to defective or improper material, equipment, or workmanship which may develop, shall be made good, forthwith.

The Guarantee shall include, but not be limited to the following elements and services:

Repair or replace defective materials, equipment, workmanship and installation that develops within the guarantee period, promptly and to Iowa DOT's satisfaction and correct damage caused in making necessary repairs and replacements, including all other damage done to areas, materials, and other systems resulting from the failure or defect, under guarantee by and at the expense of the Contractor.

Replace material or equipment that requires excessive service during guarantee period, as defined and as directed by the Iowa DOT.

Make all service calls, replacements, repairs and adjustments during the guarantee period without cost to the Iowa DOT.

F. 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.

3.2 Administration of the Contract

A. Inspection and Supervision

The Iowa DOT contact shall be Ashley Smelser, 515-239-1270. All work shall be according to the specifications and shall be under the direct supervision of the Iowa DOT, who will specify hours and days of work.

Periodic site inspections will be carried on by the Iowa DOT with the contractor to ensure coordination of the project.

B. Contractors Construction Schedule

The successful bidder will, within 10 days after award of contract submit to the Iowa DOT, Office of Facilities Support, a detailed construction schedule including dates of commencement and completion on each phase of the proposed construction. Upon acceptance of the schedule, the Contractor will be expected to adhere to these dates as proposed.

3.3 Sub-Contractors

The apparent successful bidder for the project shall, within seven (7) calendar days after opening of the bids, furnish the Iowa DOT with a complete list of subcontractors.

3.4 Contract Period

The starting and completion dates are stated on the front page of the proposal. The date of completion shall be stated in calendar days on the Contractor's proposal, and if necessary, adjusted by mutual agreement between the Iowa DOT and Contractor prior to executing the contract documents.

The Iowa DOT realizes that deliveries and condition will have a definite bearing on the completion date. The Iowa DOT will demand diligence in the prosecution of the work, but with good cause and satisfactory past performance by the Contractor, the Iowa DOT may revise that completion date to another mutually-acceptable date, when requested in writing and in good faith by the Contractor.

3.5 Payments and Completion

Payments will be made on invoices by means of state warrants to the extent of ninety-seven percent (97%) of the value of work performed, including acceptable material stored at the building site, as determined by the Engineer.

The contractor shall, before the first application, submit to the Iowa DOT a schedule of values of the various parts of the work, aggregating the total sum of the contract, made out in such form as the Iowa DOT may direct and, if required, supported by evidence as to its correctness. This schedule, when approved by the Iowa DOT, shall be used as a basis for requests for payment.

Final payment shall be authorized not later than thirty (30) days following the completion and final acceptance of the contract, provided that paragraph 1-3 herein and all other contract requirements have been fulfilled, accepted and approved, where no claims have been filed or following adjudication or release of claims as provided in Chapter 573 of the Code of Iowa.

No notification of payment being processed, no payment made to the Contractor, no partial payment, nor shall the entire use or occupancy of the work by the Iowa DOT be held to constitute an acceptance, in whole or in part, by the Iowa DOT prior to making the final payment and acceptance in full completion of the contract.

Liquidated Damages:

Time is an essential of the contract, and it is important that the work be pressed vigorously to completion. The cost per day for liquidated damages \$100.00 per day as indicated on the Purchasing Proposal form.

For each calendar day that any work shall remain uncompleted beyond the completion date or any extension granted under Extension of Contract Period, the amount per calendar day specified in the proposal form will be assessed, not as a penalty but as predetermined and agreed upon liquidated damages. The Owner shall prepare and forward to the Contractor an invoice or credit change order for such liquidated damages. The final payment shall be withheld until payment of the invoice has been made or the credit change order has been agreed upon.

Assessment of liquidated damages will be based only on the number of calendar days required to complete the contract beyond the contract completion date, plus authorized extensions.

The provision for the assessment of liquidated damages for failure to complete work within the contract period does not constitute a waiver of the Owner's right to collect any additional damages other than time delays, which the Owner may sustain by the failure of the Contractor to carry out the terms of the contract.

3.6 Protection of Persons and Property Safety and Health Regulations

The Contractor, serving in the role of the employer for the project, shall exercise at all times the protection of all persons and property. Contractor shall comply with all requirements of the Occupational Safety and Health Act of 1970, Iowa Bureau of Labor and all applicable state and municipal laws, as well as building and construction codes. It is the Contractor's responsibility to enforce all regulations that apply to this project.

3.7 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 Agency'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
Occupation Disease	\$750,000

Operations

Property Damage \$250,000 each occurrence

Builders Risk Insurance

Each Contractor holding a valid contract with the Agency 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 and Description
Letting Date and
Contract Period

3.8 Miscellaneous Provisions

A. Iowa State Building Code:

All construction under this section shall conform to the requirements of the Iowa State Building Code. The provisions of the Iowa State Building Code will be strictly adhered to, and will take precedence over any local Governmental Body Regulations. Work not regulated by the Iowa State Building Code shall be performed in accordance with local Governmental Body Regulations.

All construction shall conform to the Standard Specifications for Highway and Bridge Construction, Series 2009 where applicable.

B. Discriminatory Practices:

All contractors or subcontractors working under the terms of this project are prohibited from engaging in discriminatory employment practices as forbidden by the Iowa Civil Rights Act of 1965. These provisions shall be fully enforced, as directed through Executive Order Number 34 dated July 22, 1988. Any breach of the provisions contained in the Iowa Civil Rights Acts of 1965 shall be regarded as a material breach of contract.

Bidder agrees that if awarded a contract to construct and/or remodel any portion of the project described in these Specifications, neither the contractor nor any subcontractors will engage in any discriminatory employment practices based on race, color, creed, religion of natural origin and that they will in all contracts comply with all statutes of the State of Iowa against discrimination. Failure to do so could be deemed a material breach of contract.

3.9 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.

Library

Library
Resource Room
←



01/17/2014 14:27



01/17/2014 14:27