

Date Bids Due 3/4/2015		Time of Bid Opening 1:00 PM	Bid Opening Location 800 Lincoln Way, Ames, IA	
Proposal Number 13735	Description DOT Elevator Inspection, Maintenance & Repair Services Statewide			
Contract to Begin 3/15/2015	Date of Completion 3/14/2016	Proposal Guaranty Amount \$0.00		Liquidated Damages \$0.00
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:** _____



Schedule Of Prices

Number	13735
Date Required	03/04/2015 1:00 PM

Title DOT Elevator Inspection, Maintenance & Repair Services Statewide
 Delivery Location
 Shipping Terms FOB Destination/Freight Prepaid

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

Description **Mandatory Requirements**
 In order for your company to be considered, please provide with your proposal packet a minimum of the following information:
 Completed *Schedule of Prices*
 Service Technicians certification(s)
 Company's certification(s)
 Inspection points and frequency, maintenance schedule, and costs for critical or non-critical service calls.

Product Availability Days: _____
 Price Good Until: _____

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	7	EACH	Ames DOT Complex 800 Lincoln Way, Ames IA			
Comments:						
2	1	EACH	Ankeny MVD Building 6310 SE Convenience Blvd., Ankeny IA			
Comments:						
3	1	EACH	Fairfield Lab Building 301 W. Briggs, Fairfield, IA			
Comments:						
4	1	EACH	Sioux City District Office Building 2800 Gordon Drive, Sioux City, IA			
Comments:						
5	1	EACH	Cedar Rapids District Office Building 5455 Kirkwood Blvd. SW, Cedar Rapids, IA			
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 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.

Section 1 Introduction

1.1 Purpose

The purpose of this Request for Bid (RFB) is to solicit Bid Responses from responsible, responsive Bidders to provide the Iowa Department of Transportation (IA DOT) Full Service Elevator Maintenance (excluding modernization) contract(s) for elevators that are the property of the State of Iowa and located statewide. The IA DOT intends to award a contract(s) beginning March 15, 2015 and ending on March 14, 2016. The IA DOT may extend the contract(s) up to three years in one year extensions at the sole discretion of the IA DOT. Any contract(s) resulting from the RFP shall not be an exclusive contract.

1.2 General Owner

The Owner of this project is the IA DO, 800 Lincoln Way, Ames, Iowa 50010.

Issuing Agent

The Issuing Agent is the sole point of contact regarding the RFB from the date of issuance until the notice of intent to award is issued (selection of the successful contractor(s)).

Questions regarding the bidding documents should be directed to

Issuing Officer - Rhonda Ruark, Purchasing Agent

Phone No.: 515-239-1285

Email: rhonda.ruark@dot.iowa.gov

Section 2 Administrative Information

2.1 Restriction 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., February 25, 2015.** 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 IA DOT shall be accepted.

Section 3 General Requirements

3.1 Purpose

IA DOT is seeking qualified Supplier(s) or Service Provider(s) that demonstrates the capabilities, experience, and resources required to provide full service inspection, testing, maintain, and repairs, for the existing elevators located at various locations statewide.

3.2 Current Environment

Various elevator brands such as Schindler and Schumacher have been installed at IA DOT sites from 1993 through 2011.

Eleven (11) Hydraulic Elevators

- Item 1. (7) Ames DOT Complex, 800 Lincoln Way, Ames, Iowa
- Item 2. (1) Ankeny MVD Building, 6310 SE Convenience Blvd, Ankeny Iowa
- Item 3 (1) Fairfield Lab Building, 301 W. Briggs, Fairfield, Iowa
- Item 4 (1) Sioux City District Office Building, 2800 Gordon Drive, Sioux City, Iowa
- Item 5 (1) Cedar Rapids District Office Building, 5455 Kirkwood Blvd. SW, Cedar Rapids, Iowa

Currently phones in elevators are sent to responding maintenance contractor; this could possibly change to call our emergency operations center unless proposed by contractor to remain as is.

3.3 Inspection Plan

Bidder shall provide with their bid all their inspection plans/schedules/ programs/ packages applicable for routine maintenance. Each plan shall include frequency of the maintenance and all inspection points.

Reports are to be submitted to IA DOT Facility Manager and point of contact Ashley Smelser.

3.4 Service Calls

Bidders shall provide the escalation process for critical and non-critical type service calls once received from the IA DOT.

Provide nearest technician availability from each location on the *schedule of prices*.

3.5 General Requirements

Contract shall include the "General Conditions", "Plans and Specifications" and any and all requirements of this RFB, as herein stated.

The service shall consist of furnishing all supervision, labor, equipment, parts, and tools to provide inspection, service and a complete preventive maintenance program to maintain the State elevators in a safe and efficient operating condition at the locations as listed.

Normal inspections and lubrication shall be provided in accordance with Section 1002 of the American National Standard Safety Code for Elevators, ANSI A17.1 (or as updated). Identify frequency of routine examinations and maintenance of each elevator, and shall include all necessary adjustments, lubrication, supplies, and parts to keep the equipment in operation.

A. Inspection and Testing shall be in accordance with Section 1001 of ANSI A 17.1 or the current State of Iowa elevators codes and shall include the annual no-load test and the 5 year full load test. The contractor can be held responsible for damage to the elevator or building if tests are not conducted properly. Annual no load safety tests on hydraulic elevators are required.

B. The successful contractor shall comply with all statutes in Chapter 89A of the Iowa Code with the Bureau of Labor.

C. During the inspection if repairs are deemed necessary, quotes must be provided to IA DOT Facility Manager Ashley Smelser for review and acceptance prior to repairing.

3.6 DOT Responsibilities

Bidders may contact IA DOT Facility Manager Ashley Smelser at phone 515-239-1270 or email: Ashley.smelser@dot.iowa.gov to visit any or all of the areas included in this proposal prior to submission of their bid.

3.6.1 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 substantial completion date. 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 IA 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:
 - a. Repair or replace defective materials, equipment, workmanship and installation that develops within the guarantee period, promptly and to IA 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.

- b. Replace material or equipment that requires excessive service during guarantee period, as defined and as directed by the IA DOT.
- c. Make all service calls, replacements, repairs and adjustments during the guarantee period without cost to the IA DOT.

3.6.2 Workmanship

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

3.6.3 Use of Premises

- All Contractors shall confine all apparatus, storage of materials and construction to areas as directed by the IA DOT and shall not encumber the premises with materials.
- Notwithstanding any approvals or instructions which must be obtained by the Contractors from the IA DOT in connection with use of premises, the responsibility for the safe working conditions at the site shall remain that of the Contractors.

3.6.4 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.

3.7 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 these projects.

3.8 Contractors Responsibilities

3.8.1 Site Visit

- It is recommended, but not required, that prospective bidders on these projects shall visit the job site prior to submitting a quotation.
- No considerations or revision in the contract price or scope of the project will be considered by the IA DOT for any item which could have been revealed by a thorough on-site inspection and examination.

3.8.2 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.

Service call work other than emergency type shall be accomplished during hours of regularly scheduled working days. These hours are 7:30 a.m. to 4:00 p.m., Monday through Friday except State observed holidays. Calls after 3:30 PM may be subject to overtime. Overtime status must be approved in advance by authorized designee.

All employees are to check in with each contact person or designee at each facility before you begin work and check out when you are finished.

Emergency Service call work shall be accomplished whenever requested and shall be carried to completion without interruptions, regardless of normally scheduled working hours, Sunday, or holidays. It is the responsibility of the contractor to respond to a request from the agency by telephone or other means for emergency service within thirty (30) minutes for entrapments and one (1) hour for other emergencies. Invoice for emergency call-back service on work (including overtime) that has been requested by authorized personnel must be submitted to the Facility Manager's office, listing the following information:

1. Date and time of call
2. Time mechanics arrived on job
3. Name of person originating call
4. Nature of trouble
5. Corrective action
6. Total time spent on job
7. Amount of billing

All maintenance repairs, adjustments, installation of equipment and procedures shall be in conformance with all applicable state or local codes and the State of Iowa Elevator Code as enforced by the Bureau of Labor. All Bidders must understand these codes.

Written reports are to be furnished to the Facility Manager's Office, including all call backs to elevators listed by building and elevator identification number. Information will include date and time problem was reported, date and time of response to problem, condition and diagnosis of problem, total out of service time of elevator, repairs or report of action taken. Reports must be attached to the pay application/invoice in order for payment to be approved.

All service tickets, including call backs, must be signed and approved by the agency designee. The agency designee name will be provided to the successful Bidder.

The IA DOT reserves the right prior to making any award to request any contractor to supply the IA DOT with additional data and information relative to the facilities and personnel which the contractor has available to provide maintenance service for these elevators.

The successful vendor must have their employees have company identification. Each employee working on the elevators must be familiar with the security regulations for each facility, and fully comply at all times.

The successful vendor may not charge extra for mileage or a fuel surcharge for the extent of this contract.

Telephone Service

The contractor shall maintain a continuous telephone service through which they can be reached twenty-four (24) hours each day, seven (7) days each week, Saturdays and Sundays and holidays included.

Regular business hours are 7:30 a.m. to 4:00 p.m., Monday through Friday, a 40 hour work week. Official state holidays are excluded. The Facility Manager and successful vendor will negotiate regular business hours for planned work. The State will provide a list of names that are allowed to make service call requests. The schedule will take into consideration, such issues as building traffic patterns and minimizing inconvenience to the State for planned maintenance. No overtime will be charged between the hours listed above.

Inspections For Elevator Operating Permits

The Contractor shall, pursuant to Chapter 89A and Chapters 347.71 to 77, Iowa Code, coordinate all required annual inspections and conduct all required tests for all elevators. The Contractor will correct all safety order items that are part of this contract, within five (5) days upon receiving a copy of the safety order unless parts need to be ordered. If parts need to be ordered, written documentation from the manufacturer must be provided to the State of Iowa advising when parts can be expected. Certification will be supplied to the appropriate agency annually by the Contractor.

The owner's representative will provide the contractor with current permit status upon the start of the contract.

All inspection dates and times will need to be reviewed (and possibly changed) to standardize on a date for all the elevators' inspections to come due and be performed. The contractor shall be responsible for coordinating this with the Bureau of Labor. Contractor will pay for all re-inspections.

Section 4 Contract Terms & Conditions

4.1 Contract Award

It is the intent of the Iowa DOT to award the contract to the responsible contractor(s) 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. The IA DOT reserves the right to accept the bid(s) which best serves the interest of the State.

Contract Period

The successful bidder will be awarded a twelve (12) month contract with an option to renew for three (3) additional years in twelve (12) month increments. The starting and completion dates of this contract are stated on the front page of the proposal.

4.2 Immunity of Iowa Department of Transportation

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

4.3 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 IA DOT shall be included as an insured party, or a separate owner's protective policy shall be filed showing the IA DOT 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 IA DOT 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
- Contract Period