



Bid Response

		Date Bids Due: April 8, 2015	Time of Bid Opening: 1:00 P.M.	Bid Opening Location: 800 Lincoln Way, Ames, IA	
Proposal Number: 13981		Description: Interstate Lawn & Ground Maintenance for Rest Areas, Parking Only and Weigh Scale Groups			
Contract to Begin: May 1, 2015		Date of Completion: April 30, 2015	Proposal Guaranty Amount All groups \$500.00:	Performance Bond (Y/N) Y on Rest Area Groups	Liquidated Damages: See RFP
Purchasing Contact: Laura Linduski		E-mail Address: Laura.linduski@dot.iowa.gov	Phone: 515-239-1429	Fax: 515-239-1538	
Company Name:				Federal Tax ID:	
Street Address:			City:	State:	Zip Code:
Supplier Contact (type or print)		E-mail Address:	Phone:	Fax:	
Supplier agrees to sell items/services at the same prices, 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 an Iowa Targeted Small Business? <input type="checkbox"/> Yes <input type="checkbox"/> No	

GENERAL INFORMATION

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

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

PROPOSAL STATEMENT

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

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

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

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

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

Signed _____ Date _____

Iowa Department of Transportation
Schedule of Prices for
Interstate Rest Area & Parking Area Lawn & Grounds Maintenance
Letting No.: 13981
Letting Date: April 8, 2015

Rest Areas Groups

<u>Group</u> <i>(must bid entire Group)</i>	<u>Mowing Acres</u>	<u>Cost Per Month</u>	<u>Total Yearly Costs</u>
Group 5B			
Decatur Co. - I-35, Lamoni Building #34 - Lawn			
<i>Total Acres for Group 5B</i>	9.93		
Total Cost for Group 5B		\$ _____	\$ _____
Group 6A			
Polk Co. - I-35, Elkhart Bldg. #17 - Lawn Bldg. #18 – Lawn			
<i>Total Acres for Group 6A</i>	4.00		
Total Cost for Group 6A		\$ _____	\$ _____
Group 6B			
Polk Co. - I-35, Mitchellville Bldg. #11 - Lawn Bldg. #12 – Lawn			
<i>Total Acres for Group 6B</i>	6.38		
Total Cost for Group 6B		\$ _____	\$ _____
Group 10A			
Johnson Co. – I-80, Tiffin Bldg. #9 – Lawn Bldg. #10 – Lawn			
<i>Total Acres for Group 10A</i>	6.38		
Total Cost for Group 10A		\$ _____	\$ _____
Group 10B			
Linn Co. - I-380, Cedar Rapids Building #48 - Lawn Building #49 – Lawn			
<i>Total Acres for Group 10B</i>	5.91		
Total Cost for Group 10B		\$ _____	\$ _____

Weigh Scales/Parking Only Groups

<u>Group</u> (must bid entire Group)	<u>Mowing Acres</u>	<u>Cost Per Month</u>	<u>Total Yearly Costs</u>
Group 2Ca			
Woodbury Co. – I-29			
Salix Weigh Scale SB			
Salix Parking Only NB			
<i>Total Acres for Group 2Ca</i>	9.0		
Total Cost for Group 2Ca		\$ _____	\$ _____
Group 4C			
Cedar Co. – I-80			
Wilton Parking EB			
Wilton Parking WB			
<i>Total Acres for Group 4C</i>	9.5		
Total Cost for Group 4C		\$ _____	\$ _____
Group 5C			
Cerro Gordo Co. - I-35			
Clear Lake Parking SB			
Clear Lake Parking NB			
Worth Co. I-35			
Joice Parking NB			
Joice Weigh Scale SB			
<i>Total Acres for Group 5C</i>	16.3		
Total Cost for Group 5C		\$ _____	\$ _____
Group 6C			
Dallas Co. - I-80			
DeSoto Scale EB			
<i>Total Acres for Group 6C</i>	10		
Total Cost for Group 6C		\$ _____	\$ _____
Group 9C			
Jasper Co. - I-80			
Mitchellville Weigh Scale WB			
<i>Total Acres for Group 9C</i>	10		
Total Cost for Group 9C		\$ _____	\$ _____
Group 13C			
Lee Co. – US 218			
West Point Weigh Scale WB			
<i>Total Acres for Group 13C</i>	5.0		
Total Cost for Group 13C		\$ _____	\$ _____

I hereby certify that this proposal meets or exceeds the minimum requirements including specifications and addendums.

Contact Person:

(Print Name)

Authorized
Signature _____

Company _____

Address _____

Federal Tax I.D. No.: _____

(City)

(State)

(Zip Code)

Contractor's
Registration No.: _____

Phone No: _____

Email: _____

Fax No.: _____

I acknowledge receipt of addendum nos.: _____



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

Formal is the procurement process required by Iowa law when the estimated, aggregate amount of the purchase equals or exceeds \$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 a statement in the specifications 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.

No email, fax or web link bid responses will be accepted. Bid Responses must be signed, sealed and delivered in person or by a mail 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. Bid responses received after the time of the bid opening will be returned unopened 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. **Proposal Guarantee:** If required, the bid response page will indicate the amount required to be included in the bid response. A Proposal Guarantee can be supplied in one of the following ways: **(1)** Certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated. Checks or drafts shall be made payable either to the Iowa Department of Transportation (Iowa DOT) or to the bidder. If payable to the bidder, the check or draft shall be endorsed without qualifications to the Iowa DOT by the bidder or an authorized agent. **(2)** An insurance or surety company may be retained to provide a bond in fulfillment of the proposal guarantee requirement. A properly completed and signed copy of the Proposal Guarantee (*Form 131084*) must accompany the bid. **The Iowa DOT's Proposal Guarantee form must be used; no other forms or formats will be accepted.**
4. **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.

5. **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.
6. **Bid Results & Disclosure:** Bid tabulations will 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.
7. **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.
8. **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.
9. **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 on file a copy of their affirmative action program, 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.: 13981
Interstate Lawn & Ground Maintenance for Rest Areas,
Parking Only and Weigh Scale Groups
Letting Date: April 8, 2015 1:00 P.M.**

Purpose

This proposal covers the Lawn and Ground Maintenance at the Interstate Rest Areas, Parking Only and Weigh Scale Groups. The work shall be performed in a manner which reflects credit to the Iowa DOT and the State of Iowa. The grounds shall always be neat and present an attractive appearance. The quality of work shall meet the high standards of the trade and accomplished with little inconvenience to the traveling public. Completed work shall match and complement the existing finishes and appearances of the rest area.

I. Contract Document Information

A. Contacts:

Questions regarding project specifications & plans should be directed to:

Office of Maintenance
Rest Area Administrator
Steven McMenamin
Phone No. 515-239-1680
Fax No. 515-239-1005
email: steven.mcmenamin@dot.iowa.gov

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

Purchasing Section,
Purchasing Contact
Laura Linduski
Phone No. 515-239-1429
Fax No. 515-239-1538
Email: laura.linduski@dot.iowa.gov

B Communications - Fax No. 515-239-1538

- A facsimile number and email address, listed under Contract Documents Information below, is available to speed communications between your company and the Iowa DOT. This may be used to communicate clarifications in specifications and/or bidder instructions for the proposal before or after the bid opening.
The fax or email is not to be used for submission of bid prices.
- Each bidder shall examine the Bidding Documents carefully and on or before **April 1, 2015**, shall make **written** request for interpretation of correction of any inconsistency or error. Corrections will be issued by addendum.
- The Department of Transportation assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the contract documents.

C. Addendum

Addenda written or graphic instruments which modify or interpret the Bidding Documents, including plans and specifications, by additions, deletions, or corrections will become part of the Documents when the Contract is executed.

D. Submission of Proposal

The proposal and supporting proposal guarantee **must be included in the envelope**. The proposal shall be filed with the Iowa Department of Transportation, Purchasing Section.

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

E. Rejection of Bid Proposals

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

II. General Requirements

- The Contractor shall provide all labor and all equipment to effectively maintain the Rest Area, Parking Only and Weigh Scale groups.
- The Contractor shall provide mentally alert and physically fit personnel to maintain the facilities in a safe, clean, and attractive manner to the satisfaction of the Iowa DOT.
- The Contractor and employees shall not accept tips or other gratuities for any service performed in the Rest Areas.
- No visitors, wives, husbands, or children of the Contractor or its employees will be allowed in the Rest Areas during working hours unless they are bona fide employees of the Contractor.
- The Contractor shall provide the Iowa DOT with the names and telephone numbers of all on-call supervisory personnel. These on-call supervisory personnel shall assist the Iowa DOT's appointed representative in making random on-site facility inspections and in coordinating other operational requirements.
- 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."

III. Bidder Responsibilities

Each Bidder is required to visit each site they plan to bid. Contact names and phone numbers for each site are provided. Please contact the appropriate person listed per site.

Group	Rest Area Group Locations	Acres	Contact	Cell Phone
5B	Decatur Co.-I-35, Lamoni Bldg. # 34 Lawn	9.93	Dennis Mabie	515-290-2816
6A	Polk Co. - I-35, Elkhart Bldg. # 17 Lawn Bldg. # 18 Lawn	4	Wayne Williams	515-290-2815
6B	Polk Co. – I-80, Mitchellville Bldg. #11 Lawn Bldg. #12 Lawn	6.38	Dennis Mabie	515-290-2816
10A	Johnson Co. - I-80, Tiffin Bldg. # 9 Lawn Bldg. # 10 Lawn	6.38	John Mohr Armin Martin	515-290-3175 515-290-2818
10B	Linn Co. - I-380, Cedar Rapids Bldg. # 48 Lawn Bldg. # 49 Lawn	5.91	Armin Martin	515-290-2818

Group	Weigh Scales/Parking Only Group Locations	Acres	Contact	Cell Phone
2Ca	Woodbury Co. - I-29 Salix Weigh Scale SB Salix Parking Only NB	9.0	Roger Marshall	515-290-3178
4C	Cedar Co. I-80 Wilton Parking EB Wilton Parking WB	9.5	John Mohr	515-290-3175
5C	Cerro Gordo Co. – I-35 Clear Lake Parking SB Clear Lake Parking NB Worth Co. I-35 Joice Parking NB Joice Weigh Scale SB	16.3	Wayne Williams	515-290-2815
6C	Dallas Co. – I-80 DeSoto Scale EB	10	Wayne Williams	515-290-2815
9C	Jasper Co. – I-80 Mitchellville Weigh Scale WB	10	Dennis Mabie	515-290-2816
13C	Lee Co. – US 218 West Point Weigh Scale NB	5.0	John Mohr	515-290-3175

State wide contact: Steve McMenamin, Phone: 515-239-1680 Cell: 515-290-2814

- Each bidder, by submitting a bid, represents that they have read and understand the Bidding Documents, have visited the site and familiarized itself with conditions under which the work is to be performed. Extra compensation will not be allowed for any work or requirement of which the bidder could have been fully informed prior to submitting its bid.
- Proposals shall be sealed separately in the white envelope provided. Envelopes shall be endorsed with the name of the bidder.
- A bid is invalid if it is not received at the designated location prior to the time and date for receipt of bids.
- Unless otherwise provided in these instructions, no bidder shall modify, withdraw, or cancel their bid or any part thereof for thirty (30) days after time for opening bids.

IV. General Conditions

A. Codes, Laws and Ordinances

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

B. Labor Regulations - Contractor's Registration Number

- All contractors, before entering into a contract with the Department, must be registered with the Division of Labor in the Iowa Department of Workforce Development (515-281-3606) according to chapter 91C, Code of Iowa 2003.
- The Contractor's registration number must be entered on the Schedule of Prices. If Bidder does not have this at time of letting, upon award they must apply and obtain this.

C. Work Conferences

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

D. Liability

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

E. Contract Period

The contract period for all groups is from May 1, 2015 through April 30, 2016. The contracts may be extended up to three (3) years in twelve (12) month increments with a total of four (4) years, upon mutual agreement of the parties.

F. Proposal Guaranty

Rest Area Groups

- Each bid must be supported by a Proposal Guaranty in the sum of **\$500.00 per Rest Area and Weigh Scale/Parking Only Group bids**. Bidder shall provide a ***Proposal Guaranty in the amount of \$500.00 for each group bid. EACH GROUP must have a separate proposal guaranty.*** Vendor(s) currently retaining the lawn care contract may submit a letter with their bid response stating they have the contract and request a waiver of the bond.

- The proposal guaranty shall be in the form of a certified check or credit union certified share draft, cashier's check, or bank draft drawn on a solvent bank or credit union. Certified checks or credit union certified share drafts shall bear an endorsement signed by a responsible official of such bank or credit union as to the amount certified. Cashier's checks or bank drafts shall be made payable either to the Contracting Authority or to the bidder and, where made payable to the bidder, shall contain an unqualified endorsement to the Contracting Authority signed by the bidder or his authorized agent. Certified checks and credit union share drafts shall be certified, or the cashier's check shall be drawn and endorsed, in an amount not less than prescribed in the notice to bidders.
- A bid bond may be used for the proposal guaranty in lieu of that specified above. **The bid bond must be submitted on Iowa Department of Transportation Form No. 131084 or bid shall be rejected.**
- If you have a performance bond from a previous contract that has not been extended, you may not use this proposal guaranty for new bids. A proposal guaranty is required for each new site bid.

G. Targeted Small Business

- 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 vendor/contractor will take documented steps to encourage participation from TSB's for the purpose of subcontracting and supplying of materials.

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

H. Affirmative Action - Contract Compliance

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

V. Contract Award

A. Contract Award

- Separate contracts shall be awarded for each Group/Site, as defined in the Schedule of Prices.
- A contractor may bid more than one (1) Group/Site but, will not be awarded fewer than two (2) rest area buildings or more than six (6) rest area buildings, including existing contracts.
- Total number of buildings does not include minor parking areas, scenic overlooks, or weigh scale buildings.
- If the same Contractor is the low bidder on more than six buildings, the Iowa DOT reserves the right to determine in its sole discretion which building shall be awarded.

- Existing Janitorial Contractors will not be awarded a Lawn Care Contract for any building where they are performing janitorial services.
- The Iowa DOT may award the contract, after bids are publicly opened, to the responsible Contractor(s) whose bid conforms to the proposal and is the most advantageous to the Iowa DOT, price and other factors considered.
- The Iowa DOT reserves the right to request oral interviews, prior to award.
- Protests of award shall be made in accordance with Administrative Code 761--20.4(6)"e."

B. Performance Bond

- A performance bond is required in the amount of **\$500.00 for each Rest Area Group. No performance bond is required for Weigh Scale/Parking Only Groups awarded.**
- This bond shall be in the form of a Certified or Cashier's check, Money Order, Credit Union Certified Share Draft, or Bank draft drawn on a solvent bank or credit union. Certified checks or credit union certified share drafts shall bear an endorsement signed by a responsible official of such bank or credit union as to the amount certified. This bond shall be payable to Iowa Department of Transportation and submitted with the contract document. Upon acceptance of the contract the Iowa DOT will cash the Performance Bond. It is understood and agreed the Contractor will faithfully perform to all of the contract terms and conditions and stated specifications. If the Contractor faithfully performs the contract and the contract is not renewed, the Performance Bond will be paid to the Contractor. However, if the Contractor fails to perform according to the contract document, the Contractor shall forfeit the Performance Bond.
- If the Bidders provides Certified or Cashier's check, Money Order, Credit Union Certified Share Draft, or Bank draft drawn on a solvent bank or credit union, this may be used for the Performance Bond for the contract duration. If the proposal guaranty is submitted in a bid bond form, the above must be provided for the Performance Bond.

C. Payment

- The Contractor will submit an invoice on the first of each month for service rendered during the previous month.
- Invoice must include date of service and Group Number. Payment will be processed as soon as possible.
 Invoice will be sent to:
 Iowa Department of Transportation
 Office of Maintenance
 800 Lincoln Way
 Ames, IA 50010
 Attn: Steve McMenamin

D. Contract Extensions

- The contract may be extended, upon mutual agreement, for a total of three (3) years, in twelve (12) month increments. Contract Extensions form shall be mailed to each Contractor for signature.
- Compensation payable to the Contractor(s) hereunder shall be fixed for the first twelve (12) months of this contract.
- A notification letter for intent of extensions shall be sent to each Contractor. The Contractor(s) must request in writing for this extension, sixty (60) calendar days prior to contract end date.
- If a price increase is requested by the Contractor, this amount may not exceed the Consumer Price Index (CPI) for All Urban Consumers, all items, as published by the U.S. Bureau of Labor Statistics. This price increase shall not exceed the published March 20, 2016 for the month of February.

- If the Lawn Care Maintenance Contract(s) are extended upon mutual agreement, the Contractor (s) must provide updated Insurance Certificates for the new extended period.

E. Remedies Upon Default

- The Iowa DOT will decide any and all questions which may arise concerning contract language, the responsibilities of the Contractor and the quality and acceptability of all work performed under this contract.
- The appearance of the rest areas as well as satisfactory performance of all obligations of the contract, reflect upon the image of the Iowa DOT and the State of Iowa. Any deficiencies by the Contractor in performing the obligations of the contract cause the Iowa DOT damage not only in labor spent responding to complaints, but they also damage the Iowa DOT's image in an amount which is difficult to quantify and prove. Therefore, in the event of a breach or deficiency in the performance of any of the provisions of the contract, including but not limited to the contract specifications, which shall be considered material terms of the contract, the Iowa DOT shall, in addition to any other remedies provided by law or under the provisions of the contract, have a right to liquidated damages, pursuant to the following procedure:
- When a deficiency in contract performance is discovered by the Iowa DOT through routine inspections, the Rest Area Administrator, or appointed representative, will explain the problem to the Contractor and what steps should be taken to correct the situation.
- If the same or a similar problems reoccur at any of the sites in the group, a letter will be sent to the Contractor explaining the noncompliance, and **\$100.00 liquidated damages** will be deducted from the Contractor's pay.
- If the same or a similar problem occurs again, at any of the sites in the group, a letter will be sent to the Contractor explaining the noncompliance, and **\$200.00 liquidated damages** will be deducted from the Contractor's pay.
- If the same or a similar problem occurs a fourth time, at any of the sites in the group, a certified letter will be sent to the Contractor explaining the noncompliance, and the Contractor's performance bond shall be forfeited as liquidated damages, or an amount equal thereto shall be deducted as liquidated damages from the Contractor's pay. Thereupon, the Iowa DOT may, at its option, terminate the contract effective at the end of the work day upon the Contractor's receipt of said notice.

F. Cancellation

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

G. Rest Area Employees

Personnel are employees of the Contractor or Sub-Contractor. The Contractor or Sub-Contractor shall exercise complete control over the rest area personnel, will be liable for their conduct and pay all wages and benefits and all applicable federal, state and local taxes, unemployment, and any other similar taxes. The employees of the Contractor or Sub-Contractor shall be neat and clean at all times. A sign will be posted by the Iowa DOT at each rest area identifying the rest area Contractors. The possession of firearms, alcohol, or drugs by the Contractor or their employees is strictly prohibited at the site.

H. Insurance Requirements:

The successful Contractor shall submit with the contract a certificate for the following coverage:

1. Comprehensive General Liability including;

Contractual Liability, Occurrence Basis Bodily injury, Broad Form Personal Injury, and Broad Form Property Damage.

2. 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

- All insurance shall remain in effect for the duration of the contract.
- Insurance and/or bonds shall be secured from companies licensed to do business in the State of Iowa and shall be countersigned by a licensed agent authorized to conduct business in Iowa.
- All certificates of bond or insurance shall provide that the surety or insurance company will give the Iowa Department of Transportation fifteen (15) days written notice prior to cancellations or change in the stated coverage of any insurance.
- All certificates must be renewed on an annual basis and submitted no later than thirty (30) days prior to the contract renewal date.
- ***The Iowa Department of Transportation shall be named as An Additional Insured On The Certificate.***
- **The Certificate of Insurance must include the following; the Iowa Department of Transportation must be listed as an additional insured, Proposal Number, Proposal Description, Letting Date and Contract Period.**

I. Revisions

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

J. 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 at the rest area, its performance or attempted performance of the contract, as well as the Contractor's activities with Sub-Contractors and all other third parties.

K. Suspensions and Debarment.

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

L. Termination Due to Lack of Funds or Change in Law

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

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

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

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

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

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

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

M. Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 105.5(1)-(2), 105.12(4).

N. Provisions

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

- A. Should the Contractor fail either to include in the quoted price, or to deliver to the State, any components or features that are necessary to perform as proposed in the response to the RFP, the Contractor shall be required to provide the same at the Contractor's own expense.
- B. The Contractor shall indemnify and hold harmless the Iowa DOT and its officials, agents, and employees from and against all claims, damages, losses, and expenses including attorneys' fees, arising out of or resulting from the performance of the contract, maintenance agreement, or lease entered into as a result of the Request For Proposal. Provided however, that any such claim,

damage, loss or expense (1) is attributable to bodily injury (including personal injury), sickness, disease, or death, or to injury to or destruction of tangible property, and (2) is caused in whole or in part by any act or omission of the Contractor, any Sub-Contractor, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the Iowa DOT.

The Contractor shall indemnify and hold harmless the Iowa DOT, its officials, agents, and employees from and against any claim by any Sub-Contractor, anyone directly or indirectly employed by a Sub-Contractor or anyone for whose acts any Sub-Contractor may be liable. The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-Contractor under Workers Compensation Acts, disability benefit acts or other employee benefit acts.

- C. There shall be no substitution of materials or services specified without the prior written consent of the Iowa DOT.
- D. The Prime Contractor shall be responsible for the performance of any Sub-Contractors that are used.
- E. Failure of the Iowa DOT at any time to require strict performance of any provision of the contract shall not constitute a waiver of that provision nor in any way limit enforcement of the provision. The existence or exercise of any remedy, under the contract shall not be considered a waiver of any other remedy provided for in the contract or authorized by law.

Interstate Rest Area

Lawn Care Specifications

May 1, 2015 – April 30, 2016

*Office of Maintenance
Rest Area Administration
March 16, 2015*

W:lawncover16

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

*Office of Maintenance
Rest Area Administration
March 16, 2015*

General Instructions & Responsibilities
Interstate Lawn Care Contractor / Rest Area Grounds Maintenance

(See specifications on following pages for exact duties)

May 1, 2015 – April 30, 2016

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

Approximate acreage totals are provided in the schedule of prices. An onsite visit is required before placing a bid for these contracts. Bids will be accepted by group and payment will be prorated over twelve months.

General Instructions

The Lawn Care Contractor will be responsible for the ground maintenance at the rest areas, minor parking and undeveloped sites in their specific groups. This will include the mowing, trimming and edging of the grass in designated areas and the mulching and pruning of trees and shrubs.

The Contractor is responsible for the raking and disposal of leaves and branches and all costs associated with those activities unless extenuating circumstances exist. The Contractor is responsible for removing grass clippings from sidewalks, picnic shelter pads and parking lots that are the result of mowing and is also responsible for removing any grass that may grow in the cracks of the aforementioned areas.

The Lawn Care Contractor is also responsible for the mowing and trimming of the lagoon areas, trails, LP tank locations and fenced storage areas as well as the special “landscaped areas” if applicable at any site. (Note: the landscaped areas mentioned here are those that are typically found at the new building sites. The specifications for those areas are outlined later in this document.)

Prior to the beginning of each mowing season the Lawn Care Contractor and the Rest Area Administrator or appointed representative will meet on site to review the grounds, answer questions and identify existing damage to landscape items. A list of those damages will be kept with the Facility Maintenance Coordinator assigned to each area and in the office of the Rest Area Administrator. The Contractor will be held liable for any damages as a result of their operations. This includes but is not limited to damages to fixed objects such as sign posts, buildings and shelters, light poles and fixtures, water hydrants, planters and historical markers. Skinning of the trees or shrubs with a mower or trimmer, rutting caused by mowing equipment, breaking of branches or scalping of the turf will be considered damage.

Damages caused by a Contractor may result in liquidated damages or contract termination.

All ground maintenance will be completed the same day that it is started unless weather or mechanical failure forces a delay. The Contractor will finish the cycle as soon as possible.

Mowing is prohibited on weekends and holidays without permission from the Rest Area Administrator or the Facility Maintenance Coordinator assigned to the area. All mowing equipment will be operated at speeds that create uniform mowing heights. All equipment used in the rest area will be operated in a safe manner. Disruption of service or endangering the public using the facility will not be tolerated.

The Department may at any time measure the mowing height of equipment being used and may require adjustments.

The Lawn Care Contractor, not their employees, will be held solely responsible for the performance of contract specifications.

Failure to perform any of the contract specifications listed below may result in liquidated damages or contract termination as outlined in the Instructions to Bidders under Remedies upon Default. **In addition to the specifications listed, failure by a contractor to return phone calls or respond to the DOT in a timely manner will also be considered a contract violation. This in turn can lead to damages and termination.**

This contract may be canceled by the Iowa Department of Transportation at any time without cause upon thirty (30) days prior written notice by the Department.

There are four basic areas of responsibilities at these facilities. 1. Lawns. 2. Lagoons, fenced storage areas and LP tank enclosures. 3. Trails and outlying areas. 4. Special landscaped areas at new buildings. The acreage totals for each area are provided in the bid proposals.

1. Lawn Specifications

The lawn includes the area around the buildings, picnic areas and center islands.

- A. Lawn areas are to be maintained between three (3") and four one half (4 1/2 ") in height.
- B. Mower blades will be kept sharp for proper cutting.
- C. All areas will be inspected and cleared of debris prior to mowing.
- D. Mowing will not be done adjacent to picnic tables or sidewalks when they are in use. Grass clippings should not be blown on sidewalks, picnic shelter pads, areas of designated plantings, parking lots or buildings if at all possible.
- E. Removal of grass clippings from sidewalks, picnic shelter pads and parking lots is required at the completion of each mowing. Bagging, mulching, raking and proper disposal of grass clippings will be required if windrows or excess clippings are present after mowing. Grass clippings cannot be mixed with mulch around trees and shrubs.

- F. Areas that cannot be reached with a mower (rider or push) will be cut using a string trimmer or hand clippers to the same heights as the surrounding turf. **Chemical use for trimming is unacceptable.**
- G. Every effort should be made to mow in alternating directions to avoid rutting or circling of fixed objects.
- H. Sidewalks will be edged at three-week intervals during the mowing season with the first edging completed by May 15. This will be done with a mechanical sidewalk edger, between 1" and 2" deep making an edge gap of ½" minimum and 1" maximum. The soil and grass clippings that result with this process will be removed and disposed of properly. Grass clippings that fill these edges during mowing will be removed.
- I. Grass that grows through cracks in the sidewalk or parking lot is to be removed. Chemical treatment is allowed. **The Department Must Approve Chemical.**
- J. Trees and shrubs will be pruned according to good landscaping standards or at the direction of the Department. Pruning of larger trees should be limited to pedestrian hazards and dead, broken or damaged branches. Pruning should be done in the fall or early spring or at the direction of the Department. Areas of ornamental plantings may require additional trimming throughout the season.
- K. All pruned branches, twigs, and leaves, grass clippings etc. **will be removed from the site** and properly disposed of on the same day.
- L. Leaf removal is required throughout the entire contract period. Traditionally most of the activity will occur in the fall and early winter. However, with the variety of trees that are in the rest area, this activity may be necessary at other times. **This includes leaves that collect in and around ornamental shrubs or landscape plantings.** Leaves must be removed from the site in a timely manner and disposed of properly. Mulching is acceptable if windrows do not occur. **Burning of leaves at the site is not allowed.**
- M. Mulching is required for all trees and shrubs in the picnic areas, median areas or special landscaped areas. (Note: See Special Landscaped Areas in section four) All trees and shrubs will have a three-foot (3'0") radius band of mulch around the tree, leaving 3" or 4" void of mulch around the trunk base. Mulch should be between 2" and 4" deep and level with the surrounding turf. All grass, soil etc. that is removed as a result of this process is to be removed from the site and disposed of properly. Existing mulched areas should be aerated each spring and new mulch added. Areas that have been mulched improperly will need to be corrected. Mulched areas are to be kept free of vegetation. Every effort should be made to avoid blowing grass clippings into mulched areas. Mulch will be provided by the Department and placed at the site in an **area** accessible for the Contractor. **This activity is required regardless of the conditions left by a previous contractor.**
The initial mulching should be completed by Memorial Day

2. Lagoon Mowing Responsibilities / LP Tank Enclosures / Fenced Storage Areas

- A. Lagoon mowing areas are to be maintained between 3" and 6" in height. The height requirements and weather conditions will determine mowing frequency.
- B. All vegetation growing on the dike foreslope and rip rap area will be removed by using a mower, a hand trimmer, a power string trimmer or **chemically treated if authorized by the Department**. The Department will make every effort to control vegetation in this area at least once per season. **This does not relieve the Contractor of the responsibility if the Department's effort is unsuccessful.**
- C. All control valve structure, manholes, gates and fencing will be trimmed with each mowing.
- D. **Every effort should be made to blow grass clippings away from the water.**
- E. All LP Tank enclosures will be mowed and fences trimmed where applicable. If tanks are in areas that are rock or gravel, string trimmers or chemical treatment is acceptable. **Chemicals need to be approved by the Department.**
- F. Fenced storage areas will be mowed and trimmed where applicable. Rock or gravel drives in these areas are to be kept free of vegetation. **Chemical treatment is acceptable if authorized by the Department.**
- G. All specifications previously identified under **Lawn** that refers to removal of excess grass clippings and damages caused by Contractors are applicable for this section.

3. Outlying Areas / Trails

The outlying areas of all of the sites vary tremendously. The responsibilities of the lawn care contractor will also vary. The majority of these areas is not mowed or is only mowed to maintain wild flower plantings or to eliminate weed problems. However, if there are trails at the rest area, they will be mowed at the same frequency as the lagoons unless otherwise instructed by the Department.

- A. Pruning of trees, bushes and shrubs in the outlying areas should be limited to dead, damaged and diseased branches or pedestrian hazards if trails exist. (This does not include DNR special planted areas.)
- B. Mulching of trees and shrubs is not required in the outlying areas.
- C. All specifications previously identified under **Lawn** that refers to removal of excess grass clippings and damages caused by Contractors are applicable for this section.

- D. Crushed rock and mulched trails shall be kept free of vegetation. **Chemical treatment is acceptable if authorized by the Department.**

4. Special Landscaped Areas

These areas are generally located at new facilities. They vary in size and number, many of which will require considerable time. The responsibilities listed below may not apply to all areas. The Facility Maintenance Coordinator assigned to each area should be contacted to identify all areas and the responsibilities required.

- A. The special landscaped areas will be kept free from unwanted vegetation, tree branches and other debris that may fall into the areas. Chemical treatment of unwanted vegetation is allowed if authorized by the Department. However, due to the various plants and shrubs in these areas, chemical treatment may not be the best method of control. The Contractor will be assessed damages for any loss of plant material as the result of careless chemical treatment.
- B. All special landscaped areas will be mulched to a minimum depth of 2” each spring. Additional mulch may be necessary throughout the summer. Mulch should be applied evenly around the area, with care taken to not cover plant materials. Mulch will be provided by the Department and placed at the site in an area accessible for the Contractor.
- C. Pruning of shrubs or plants in these areas will be done according to professional landscape standards or at the direction of the Department. Generally, pruning will be accomplished in the spring or fall, but due to the variety of plants, pruning may be necessary throughout the year. All pruned material will be removed and properly disposed.
- D. Cutting of perennial plants may be required at some sites in the fall to facilitate the removal of leaves and to help prevent snowdrifts on the adjacent sidewalks or parking areas. All cuttings will be removed and properly disposed. The Department will identify areas where this activity is to take place.
- E. Many of the special landscape areas are actually large planters. Leaves that accumulate in these planters shall be removed throughout the season.

Lawn Care Contractors may occasionally be asked to assist or perform other minor activities that have not been listed in these specifications.

Lawn Care Contract Tasks Beyond Normal Requirements

Occasionally there may be tasks that need to be done at a site that are beyond what is normally expected of the Lawn Care Contractor. These are tasks that would probably require more time and staff and cannot be accomplished as part of the normal activities. Examples: Cutting down and removal of large trees. Major tree and shrub damage as the result of a storm. Landscaping or sodding of large areas as the result of construction. The Contractor will be allowed to submit a bid to accomplish this work if they desire. The Department will review the bid and award the contract if costs are consistent with other bids for similar work.

These extra work activities cannot interfere with the Contractors normal duties and will not be accepted as an excuse for non-performance of this contract.

Vehicles

The Lawn Care Contractor's vehicles other than mowing equipment are not allowed in the picnic area or lagoon area without permission from the Department.

Keys

Keys will be provided to lagoon areas and LP tank enclosures. The Contractor is responsible for returning the key at the end of the contract.

Contacts

Communication between the Contractor and the Department is essential in these contracts. A list of phone numbers, cellular numbers, pagers, etc. of all employees and supervisors who may be working in the rest areas will be required by the Department.

w:lawns16

**Interstate Rest Area Parking Only and Weigh
Scale Sites**

Lawn Care Specifications

May 1, 2015 – April 30, 2016

*Office of Maintenance
Rest Area Administration
March 16, 2015*

w:pkgingcover16

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Note: The following instructions and responsibilities are general and may not apply to all areas. Please review thoroughly before bidding. **Please note items in “red” which indicate changes in the specifications from previous years.**

*Office of Maintenance
Rest Area Administration
March 16, 2015*

w:pkindex16

**General Instructions & Responsibilities for
Interstate Rest Area Parking Only Sites / Weigh Scales**
(See specifications on following pages for exact duties)
May 1, 2015 – April 30, 2016

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

Approximate acreage totals are provided in the schedule of prices. An onsite visit is required before placing a bid for these contracts. Bids will be accepted by group and payment will be prorated over twelve months.

General Instructions

The Lawn Care Contractor will be responsible for the ground maintenance and trash disposal at the rest area parking only and weigh scale sites. This will include the mowing, trimming and edging of the grass in designated areas and the mulching and pruning of trees and shrubs. The Contractor will also be responsible for the collection and disposal of all trash & litter as outlined in section 5 and at each mowing cycle.

The Contractor is responsible for the raking and disposal of leaves and branches and all costs associated with those activities unless extenuating circumstances exist. The Contractor is responsible for removing grass clippings from sidewalks, picnic shelter pads and parking lots that are the result of mowing and is also responsible for removing any grass that may grow in the cracks of the aforementioned areas.

The Lawn Care Contractor is also responsible for the mowing and trimming of the trails, dumpster locations and fenced storage areas if applicable at any site.

Prior to the beginning of each mowing season the Lawn Care Contractor and the Rest Area Administrator or appointed representative will meet on site to review the grounds, answer questions and identify existing damage to landscape items. A list of those damages will be kept with the Facility Maintenance Coordinator assigned to each area and in the office of the Rest Area Administrator. The Contractor will be held liable for any damages as a result of their operations. This includes but is not limited to damages to fixed objects such as sign posts, buildings and shelters, light poles and fixtures, water hydrants, planters and historical markers. Skinning of the trees or shrubs with a mower or trimmer, rutting caused by mowing equipment, breaking of branches or scalping of the turf will be considered damage.

Damages caused by a Contractor may result in liquidated damages or contract termination.

All ground maintenance will be completed the same day that it is started unless weather or mechanical failure forces a delay. The Contractor will finish the cycle as soon as possible. Mowing is prohibited on weekends and holidays without permission from the Rest Area Administrator or the Facility Maintenance Coordinator assigned to the area. All mowing

equipment will be operated at speeds that create uniform mowing heights. All equipment used in the rest area parking only or weigh scale sites will be operated in a safe manner. Disruption of service or endangering the public using the area will not be tolerated.

The Department may at any time measure the mowing height of equipment being used and may require adjustments.

The Lawn Care Contractor, not their employees, will be held solely responsible for the performance of contract specifications.

Failure to perform any of the contract specifications listed below may result in liquidated damages or contract termination as outlined in the Instructions to Bidders under Remedies upon Default. **In addition to the specifications listed, failure by a contractor to return calls or respond to the DOT in a timely manner will also be considered a contract violation. This in turn can lead to damages and termination.**

This contract may be canceled by the Iowa Department of Transportation at any time without cause upon thirty (30) days prior written notice by the Department.

There are four basic areas of responsibilities at the parking only and weigh scale sites:

1. Lawns. 2. Fenced areas & dumpster enclosures. 3. Trails and outlying areas. 4. Trash removal.

The acreage totals for each area are provided in the bid proposals.

1. Lawn Specifications

The lawn includes the area around the parking areas, picnic areas, weigh scale building, center islands and entry and exit ramps.

- A. All mowing areas are to be maintained between three (3") and four one half (4 1/2 ") in height. Height requirements and weather conditions will determine mowing frequency.
- B. Mower blades will be kept sharp for proper cutting.
- C. All areas will be inspected and cleared of debris (see trash removal section 4) prior to mowing.
- D. Mowing will not be done adjacent to picnic tables or sidewalks when they are in use. Grass clippings should not be blown on sidewalks, picnic shelter pads, areas of designated plantings or parking lots if at all possible.

- E. Removal of grass clippings from sidewalks, picnic shelter pads and parking lots is required at the completion of each mowing. Bagging, mulching, raking and proper disposal of grass clippings will be required if wind rows or excessive clippings are present after mowing. Grass clippings cannot be mixed with mulch around trees and shrubs.
- F. Areas that cannot be reached with a mower (rider or push) will be cut using a string trimmer or hand clippers to the same heights as the surrounding turf. **Chemical use for trimming is unacceptable.**
- G. Every effort should be made to mow in alternating directions to avoid rutting or circling of fixed objects.
- H. Sidewalks will be edged at three-week intervals during the mowing season with the first edging completed by May 15. This will be done with a mechanical sidewalk edger, between 1" and 2" deep making an edge gap of ½" minimum and 1" maximum. The soil and grass clippings that result with this process will be removed and disposed of properly. Grass clippings that fill these edges during mowing will be removed.
- I. Grass that grows through cracks in the sidewalk or parking lot is to be removed. Chemical treatment is allowed. **The Department Must Approve Chemical.**
- J. Trees and shrubs will be pruned according to good landscaping standards or at the direction of the Department. Pruning of larger trees should be limited to pedestrian hazards and dead, broken or damaged branches. Pruning should be done in the fall or early spring or at the direction of the Department. Areas of ornamental plantings may require additional trimming throughout the season.
- K. All pruned branches, twigs, and leaves, grass clippings, etc. **will be removed from the site** and properly disposed of on the same day.
- L. Leaf removal is required throughout the entire contract period. Traditionally most of the activity will occur in the fall and early winter. However, with the variety of trees that are in these areas, this activity may be necessary at other times. Leaves must be removed from the site in a timely manner and disposed of properly. Mulching is acceptable if windrows do not occur. **Burning of leaves at the site is not allowed.**
- M. Mulching is required for all trees and shrubs in designated mowing and median areas. All trees and shrubs will have a three-foot (3'0") radius band of mulch around the tree, leaving 3" or 4" void of mulch around the trunk base. Mulch should be between 2" and 4" deep and level with the surrounding turf. All grass, soil etc. that is removed as a result of this process is to be removed from the site and disposed of properly. Existing mulched areas should be aerated each spring and new mulch added.

Every effort should be made to avoid blowing grass clippings into mulched areas. Mulch will be provided by the Department and placed at the site in an area accessible for the Contractor.

The initial mulching should be completed by Memorial Day.

2. Mowing Responsibilities in Fenced Areas or Dumpster Enclosures

- A. All mowing areas are to be maintained between 3" and 4 1/2" in height. The height requirements and weather conditions will determine mowing frequency.
- B. All vegetation growing in fenced areas or dumpster enclosures will be removed by using a mower, a hand trimmer, a power string trimmer or if rock or gravel exists in these areas **chemical treatment is allowed if authorized by the Department.**
- C. All gates and fencing will be trimmed with each mowing.
- D. Every effort should be made to blow grass clippings away from the fenced areas.
- E. All specifications previously identified under **Lawn** with reference to removal of excess grass clippings and damages caused by Contractors are applicable for this section.

3. Outlying Areas / Trails if Applicable

The outlying areas will vary at each site. The responsibilities of the lawn care contractor will also vary. Generally these areas are only mowed to maintain wild flower plantings or to eliminate weed problems. However, if there are trails at the weigh station parking areas, they will be mowed at the same frequency as general lawn mowing or as otherwise instructed by the Department.

- A. Pruning of trees, bushes and shrubs in the outlying areas should be limited to dead, damaged and diseased branches or pedestrian hazards if trails exist. (This does not include DNR special planted areas.)
- B. Mulching is not required in the outlying areas.
- C. All specifications previously identified under **Lawn** that refers to removal of excess grass clippings and damages caused by Contractors are applicable for this section.
- D. Crushed rock and mulched trails shall be kept free of vegetation. **Chemical treatment is acceptable if authorized by the Department.**

4. Trash Removal

- A. Police the parking area grounds, the parking lots and ramps for trash and dispose of properly.
- B. All trash receptacles will be emptied at the schedule outlined below or as needed.
- C. Trash will be removed from receptacles and placed in a dumpster. Note: Most parking only sites have a dumpster available. Trash collected at the weigh scale sites will be taken to the nearest available Department dumpster or removed from the site. Dumpster will be added to the weigh scale sites if the quantity warrants.
- D. Areas with dumpsters will be padlocked at all times when not in use.
- E. Trash pickup tools, gloves and bags will be furnished by the Department.
- F. The parking only sites require checking trash receptacles twice per week from May 1 through November 30. These same areas will require trash removal once per week from December 1 through April 30. **(Ames and Clear Lake parking only sites will remain on the twice per week schedule year round)**. Ideally the trash should be removed on Monday and Thursday and before any major holidays.
- G. The weigh scale sites will require trash removal once per week from May 1 through November 30. These same areas will require trash removal once every two weeks from December 1 through April 30.
- H. If the above schedules for trash removal are determined to be inadequate the Department reserves the right to make changes. Compensation will be negotiated at that time.

Lawn Care Contractors may occasionally be asked to assist or perform other minor activities that have not been listed in these specifications.

Lawn Care Contract Tasks Beyond Normal Requirements

Occasionally there may be tasks that need to be done at a site that are beyond what is normally expected of the Lawn Care Contractor. These are tasks that would probably require more time and staff and cannot be accomplished as part of the normal activities. Examples: Cutting down and removal of large trees. Major tree and shrub damage as the result of a storm. Landscaping or sodding of large areas as the result of construction. The Contractor will be allowed to submit a bid to accomplish this work if they desire. The Department will review the bid and award the contract if costs are consistent with other bids for similar work.

These extra work activities cannot interfere with the Contractors normal duties and will not be accepted as an excuse for non-performance of this contract.

Vehicles / Traffic Control

Mowing equipment shall be required to travel on the right hand shoulder of the main line pavement when not mowing. In no case shall travel be in the traffic lane except to cross the pavement for purposes of mowing adjacent to the left shoulder. Advance roadway warning signs will not be required. Existing median crossovers are for emergency operations and shall not be used by the Contractor.

Parking of Contractor vehicles and equipment will be permitted within the parking only and weigh scale sights, but in no case shall they be closer than 50 feet from the shoulder.

Keys

Keys will be provided to fenced areas and dumpster enclosures. The Contractor is responsible for returning the key at the end of the contract.

Contacts

Communication between the Contractor and the Department is essential in these contracts. A list of phone numbers, cellular numbers, pagers, etc. of all employees and supervisors who may be working in the rest areas will be required by the Department.

W:pkingscalspec16



Iowa Department of Transportation

PROPOSAL GUARANTY / BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
(Contractor's/Bidder's Name)

_____ of _____
(City,State)

as principal, and the _____
(Surety)

of _____ as Surety, are held and firmly bound unto the Iowa Department of
(Address)

Transportation and to the State of Iowa, or Municipality as defined in Iowa Code, Section 73A.1 as applicable, hereinafter defined as Obligee, in the penal sum as shown in the contract documents of the specified project, for which payment said principal and surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the principal is herewith submitting his/her or its sealed proposal for:

County _____

Bid Order # _____
(not required by Purchasing Section)

Type of Work _____

Date of Letting _____, 20 _____.

NOW THEREFORE, if the said proposal bid by said principal be accepted, and the principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall become null and void or in the event of the failure of the principal to enter such contract and give such bond, the principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

IN WITNESS WHEREOF, the principal and surety have caused these presents to be signed this _____ day of _____, 20 _____.

Principal
(Contractor's/Bidder's Name)

By _____
Contractor's/Bidder's Signature

Address

Surety

By _____
Authorized Surety Representative

IOWA

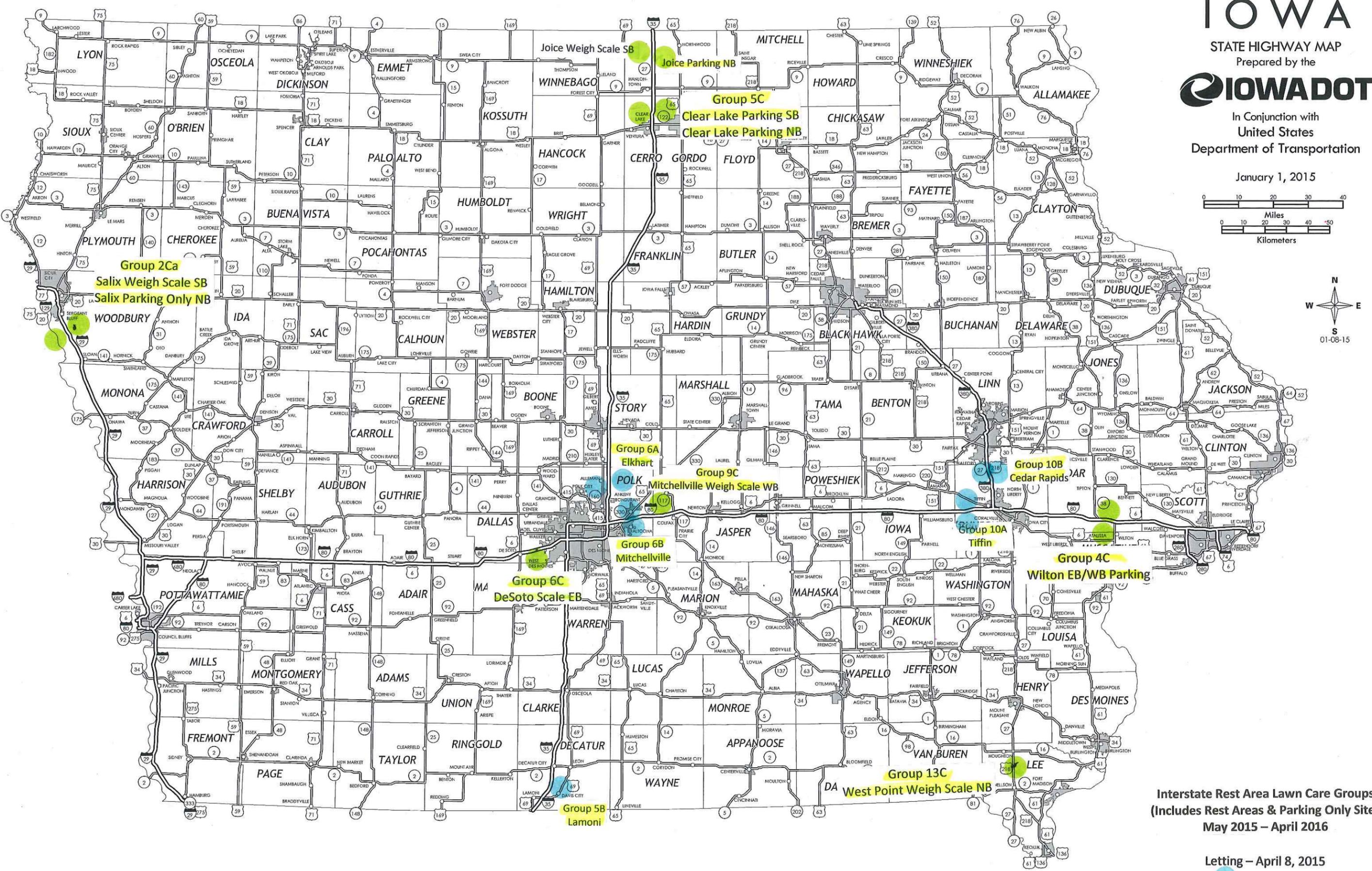
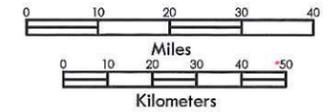
STATE HIGHWAY MAP

Prepared by the



In Conjunction with
United States
Department of Transportation

January 1, 2015



Interstate Rest Area Lawn Care Groups
(Includes Rest Areas & Parking Only Sites)
May 2015 – April 2016

Letting – April 8, 2015

- Rest Areas
- Parking Only/Weigh Scales