

Date Bids Due 5/14/2015		Time of Bid Opening 1:00 PM	Bid Opening Location 800 Lincoln Way, Ames, IA	
Proposal Number 14280	Description Physical Capacity Performance Assessment Testing			
Contract to Begin 6/1/2015	Date of Completion 5/31/2016	Proposal Guaranty Amount \$0.00		Liquidated Damages \$0.00
Purchasing Agent Jody McNaughton	E-Mail Address jody.mcnaughton@dot.iowa.gov	Phone 515-239-1298	Fax 515-239-1538	
Company Name			Federal Tax ID	
Street Address		City	State	Zip Code
Supplier Contact (type or print)	E-Mail Address	Phone	Fax	
Supplier agrees to sell items/services at the same prices under the same terms and conditions to any other state agency, Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> YES <input type="checkbox"/> NO		Are you a Iowa Targeted Small Business? <input type="checkbox"/> YES <input type="checkbox"/> NO		

### GENERAL INFORMATION/PROPOSAL STATEMENT

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

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

### Standard Terms and Conditions for Quotations

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

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

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

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

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



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

-INFORMAL-

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

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

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

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

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

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

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

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#### A. Bid Proposal

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

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

## B. Award

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

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

6. **Default:** Failure of a Contractor other than a Supplier to meet any specified project completion deadline shall render the Contractor liable for all costs incurred by DOT that were: a) necessary to meet said deadline; or b) necessary to complete said project after said deadline. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the agreement.

### C. General

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

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

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

- The Iowa DOT's duties are substantially modified.

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



## Schedule Of Prices

Number	14280
Date Required	05/14/2015 1:00 PM

Title Physical Capacity Performance Assessment Testing  
 Delivery Location \_\_\_\_\_  
 Shipping Terms FOB Destination/Freight Prepaid

Vendor \_\_\_\_\_  
 PA Name Jody Lea McNaughton  
 Phone 515-239-1298  
 E-Mail jody.mcnaughton@dot.iowa.gov

Description Include with your bid the following information on attachment:  
 Type of equipment used  
 Calibration schedule ensure accurate, consistent testing  
 List all provider locations & cost

Product Availability Days: \_\_\_\_\_  
 Price Good Until: \_\_\_\_\_

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	80	JOB	Post-Offer, Pre-Employment Physical Capacity Performance Assessment Testing Computer based software driven measurement system. Must provide a calculated cumulative score based upon the Dictionary of Occupational Titles/ Occupational Information Network (United States Dept. of Labor) scoring criteria for physical abilities. Must have testing locations within 90 miles of all DOT Maintenance Garage Locations.			

Comments:

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

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

**Additional Information to Provide for Evaluation Purposes to be included with bid response**

Equipment make/model/year AND each location testing will be available WITH testing cost per location. Equipment and calibration of equipment must be standard throughout the state.

Explain the calibration schedule timeline and calibrator's certifications.

Provide documentation, or demonstration if requested, identifying cumulative scores calculated based upon the Dictionary of Occupational Titles/ Occupational Information Network (United States Dept. of Labor) scoring criteria for physical abilities.

# Specifications and Technical Requirements

## Post-Offer Pre-Employment Physical Capacity Performance Assessment

### Introduction

The Iowa Department of Transportation (DOT) desires to establish contract(s) for post-offer pre-employment Physical Capacity Performance Assessments for prospective employees.

### Background

The goal of this effort is to assure that new employees are qualified to meet the physical demands of the positions that they have applied for. To achieve this objective, the Iowa DOT will require physical capacity performance assessments on new hires within the “post-offer pre-employment” period for specific job classifications at multiple locations around the state.

Four positions already identified will be tested and additional positions may be added.

### Scope of Service

- 1) Perform Physical Capacity Performance Assessments. Specifically, the Physical Capacity Performance testing must use a computer-based software-driven measurement system for consistency and reliability. The prospective employee should not receive performance feedback in the form of visual or auditory cues, or verbal feedback from the test proctor.

#### Minimum Requirements

- A. The Physical Capacity Performance testing must be objective, measurable, reliable and consistent. The testing shall be a criterion based method that measures the prospective employee’s ability to meet the essential physical demands of the position. The measurement hardware/equipment shall require physical interaction between the prospective employee and the hardware/equipment, and must measure multiple muscle and joint strength, and flexibility functions. The measurements must include but are not limited to:

- a. Pinch strength
- b. Hand grip strength
- c. Wrist flexion
- d. Forearm pronation and supination strength
- e. Bicep strength (elbow flexion)
- f. Shoulder strength (shoulder flexion)
- g. Back strength and flexibility (thoracic and sacral)

- h. Leg strength (full extension)
- i. Isolated knee extension strength

Additional measurements may include:

- a. Timed sit ups
- b. Timed squats
- c. Timed pile (weighted box) lifts

- B. A cumulative score shall be calculated based upon the Dictionary of Occupational Titles/ Occupational Information Network (United States Dept. of Labor) scoring criteria for physical abilities and shall be provided electronically within thirty (30) minutes to the examining occupational medicine healthcare provider and the Iowa Department of Transportation.
- C. The Physical Capacity Performance testing must be ADA and EEOA compliant.
- D. Physical Capacity Performance testing shall be conducted in a professional clinic or hospital environment, with appropriate diagnostic equipment, including computer capabilities, and support staff onsite.
- E. The Physical Capacity Performance testing must have oversight by a Licensed Professional Healthcare Provider. Acceptable licensure is:
 

Physical Therapist (P.T.)	Advanced Registered Nurse Practitioner (A.R.N.P)
Occupational Therapist (O.T.)	Medical Doctor (M.D.)
Athletic Trainer (A.T.C.)	Doctor of Osteopathy (D.O.)
Physician's Assistance (P.A.)	

Each tester must have received education and certification for testing and must have a current license within the State of Iowa.

- F. Local/Regional service sites need to be available at multiple locations and must have maximum geographical dispersion of locations throughout the state to provide flexibility to accommodate potential employees.
- G. Appointments should be scheduled within five (5) working days after notification to perform assessments.

## 2) Confidentiality

The provider must guarantee the confidentiality of results (in adherence to all applicable local, state, federal regulations, e.g.: HIPPA).

Vendor will comply with all applicable provisions of the Health Insurance Portability and Accountability Act ("HIPAA") insofar as it applies with respect to protection of the confidential health information of employees. Vendor, its agents and employees (collectively, "Vendor"), acknowledges that Vendor may have access to confidential protected health information ("PHI"), including, but not limited to, patient identifying information.

Vendor agrees that it will:

- (1) not use or further disclose PHI other than as permitted by this Agreement or required by law;
- (2) protect and safeguard all information from any oral or written disclosure, regardless of the type of media on which it is stored (e.g., paper, digital, fiche, etc.), that the provider may come in contact with;
- (3) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law;
- (4) ensure that all of its subcontractors and agents to which it provides PHI pursuant to the terms of this Agreement shall agree to all of the same restrictions and conditions to which the Vendor is bound;
- (5) report to the Department any unauthorized use, or immediately disclose to the Department upon becoming aware of it;
- (6) indemnify and hold the Department harmless from all liabilities, costs and damages arising out of or in any manner connected with the disclosure by Vendor of any PHI;
- (7) make PHI available in accordance with 45 C.F.R. §164.56;
- (8) make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. §164.58;
- (9) make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by one party on behalf of the other available to Secretary of Health and Human Services, governmental offices and agencies and the Department for purposes of determining compliance with 45 C.F.R. §164.500-534;
- (10) upon termination of the agreement, for whatever reason, will return or destroy all PHI, if feasible, received from, or created or received by it on behalf of the Department which Vendor maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, to extend their precautions of their agreement to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible; and
- (11) comply with all applicable laws and regulations, specifically including the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended from time to time. Vendor recognizes that any breach of confidentiality or misuse of information found in and/or obtained from records may result in the termination of this agreement and/or legal action. Unauthorized disclosure may give rise to irreparable injury to the patient or to the owner of such information and accordingly the patient or owner of such information may seek legal remedies against the Vendor.

**Iowa Department of Transportation**  
**SUPPLEMENTAL TERMS & CONDITIONS**  
**For**  
**Physical Capacity Performance Assessment Testing**  
**Proposal No.:14280**  
**Letting Date: May 14, 2015**

**Additional Information**

If any additional information is required to properly evaluate bids, the bidder shall furnish the requested information within three (3) working days after notification from Purchasing.

**Nonmaterial and Material Variances**

The Iowa DOT reserves the right to waive or permit cure of nonmaterial variances in a Bid Response if, in the judgment of the Iowa DOT, it is in the Iowa DOT best interest to do so.

Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other Bidders; that do not change the meaning or scope of the RFP; or that do not reflect a material change in the services.

In the event the Iowa DOT waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Bidder from full compliance with RFP specifications or other contract requirements upon award. The determination of materiality is in the sole discretion of the Iowa DOT.

**Proposal Guarantee**

Proposal guarantee is not required.

**Price Adjustment**

Prices shall be held firm within each contract period.

**Contract Quantities**

Eighty (80) tests were conducted in 2014. Actual tests performed throughout the contract period may vary considerably from estimate. No price increase will be allowed, even if quantity order is more than the estimated usage amounts.

**Contract Award**

It is the intent of the Iowa DOT to award the contract(s) to the responsible bidder(s) whose submitted quotation is the most advantageous to the Iowa DOT, cost and other factors considered. Other factors include, but are not limited to or in order of importance: meeting or exceeding mandatory requirements, proposed staffing, location, testing consistency among locations, and meeting required time schedule.

Multiple awards may be issued to those that meet the requirements of the bid proposal.

Ideally providers will provide statewide coverage within an hour of all garages; must have testing locations within 90 miles of all Iowa DOT Maintenance Garages.

Preferably all locations will carry same type/brand of testing equipment. If multiple equipment brands are used, bidder must demonstrate accurate and reliable testing results. All bids must document who and when calibration is done.

**Contract Period**

The successful bidder will be awarded a three (3) year contract with an option to renew for three (3) additional years in twelve (12) month increments. Pricing will be held firm within the length of the contract. Any adjustment must be mutually agreed upon and be pre-approved by the Iowa Department of Transportation, Purchasing Section.

**Purchase Orders**

Purchase orders will not be issued for work done under this proposal.

Payment will be processed through the field hiring authority.

