Bid Response

	Date Bids Due: 8/19/2015	Time of Bid Opening: 1:00 P.M.	Bid Opening Location: 800 Lincoln Way, Ames, IA

Proposal Number: **14887**	Description: District 6 Basement Training room Remodel			
Contract to Begin: 8/31/2015	Date of Completion: 10/16/2015	Proposal Guaranty Amount $: 0.00	Performance Bond (Y/N) N	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, terms and conditions to any other state agency. Regent or Political Subdivision upon request. Please check Yes or No. ☐ Yes ☐ No	Are you an Iowa Targeted Small Business? ☐ Yes ☐ 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 email 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 Iowa DOT Purchasing Section.

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

Signed _____ Date _____

Iowa Department of Transportation
Standard Terms and Conditions
For

Bid Proposals/Contracts

-INFORMAL-

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

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

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

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

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

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

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

A. Bid Proposal

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

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

B. Award

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

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

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

C. General

1. **Administrative Rules:** For Additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have a copy of their affirmative action program on file, containing goal and time specifications. Contractors doing business with Iowa in excess of $5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.
3. **Applicable Law:** The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. Any legal action relating to a contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.
4. **Conflict of Interest:** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, see Code of Iowa 314.2.
5. **Debarment and Vendor Suspension:** By submitting a proposal, the contractor is certifying that it and its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.
6. **Equal Opportunity:** Firms submitting bids must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.
7. **Infringement:** Goods shall be delivered free of the rightful claim of any third party by way of infringement. Contractor shall indemnify and save harmless the State of Iowa and the Iowa DOT against all claims for infringement of, and/or royalties claimed under, patents or copyrights on materials and equipment furnished under this bid.
8. **Records Audit:** The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of a contract or purchase order.
9. **Targeted Small Businesses:** The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of good or services or both.
10. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
11. **Termination:**
    - **Termination Due to Lack of Funds or Change in Law**
      The Iowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the vendor as a result of any of the following:
      - Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under contract.
      - Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the Iowa DOT's sole discretion, are insufficient for any reason.
      - The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.

- The Iowa DOT's duties are substantially modified.

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

Iowa Department of Transportation
General Requirements
Proposal No:14887
Training room remodel for District 6
Letting Date: August 19, 2015 1:00 PM

Part 1 General Conditions

1.1 Adoption of General Conditions

A. The General Requirements of this Contract shall include the "General Conditions", "Instructions to Bidders" and the "Supplementary General Conditions" as herein stated.

B. "THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", A.I.A. FORM #A-201, LATEST EDITION AND A.I.A. DOCUMENT, "INSTRUCTIONS TO BIDDERS", FORM #A-701, LATEST EDITION, SHALL BE INCLUDED, AS MODIFIED IN THE "SUPPLEMENTARY INSTRUCTIONS TO BIDDERS" AND "SUPPLEMENTARY GENERAL CONDITIONS", AND BOUND WITH THE STANDARD FORM OF AGREEMENT BETWEEN THE CONTRACTOR AND OWNER", A.I.A. FORM #101, LATEST EDITION, AS A PART OF THIS CONTRACT SPECIFICATION.

C. All bidder information and conditions, bid check lists and similar documents included in the specification by the Office of Purchasing and Distribution of the Iowa Department of Transportation, Ames, Iowa are hereby made a part of the General Conditions.

Part 2 Supplementary Instructions to Bidders

2.1 General

A. Owner
The Owner of this project is the Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa 50010.

B. Contract Document Information
Questions regarding the bidding documents should be directed to:
Purchasing Section
Purchasing Agent – Jody McNaughton
Phone No.: 515-239-1298 Fax No.: 515-239-1538
Email: jody.mcnaughton@dot.iowa.gov

Location of Project
Iowa Department of Transportation, District 6 office,
5455 Kirkwood Blvd S.W ,Cedar Rapids, IA 52404

C. SCOPE OF WORK

Contractor to provide all labor, materials and equipment to remodel, frame and insulate the basement training room for District 6. Contractor shall provide the following:

Drywall and painting requirements

- Fur out four 8' walls with 1-1/2" wood studs 16" OC and 5/8" drywall
- Start furring 1-1/2" from existing CMU columns on east and west walls and 1-1/2" from north and south walls
- Extra blocking at (3) 70" monitors locations to support additional weight
- Interior vapor barrier installed and sealed on exterior walls. Insulate with fiberglass R-12 or better between studs
- Finish, texture and paint drywall
  Texture to be orange peel,
  Paint is to be Sherwin Williams 7030, satin finish
- Ceiling grid we are using our existing grid and tile it will need to be reinstalled on to new drywall; acoustical tiles to be kept and cut into grid
- Door jambs are steel; they will need to be repainted to match color.
- Window sill & trim to match new wall depth. Sill is to be a laminate cover with caulking around the inside joints.
- Install new 4" vinyl cove base floor trim around perimeter,
  Cove base color to match upstairs, black.

Electrical requirements,

All electrical work to be completed by a licensed certified electrician. All electrical work must meet all electrical code requirements for the State of Iowa. A permit is required and will need to coordinate inspections with DOT Field contact representative at rough-in and final stages.

- All existing electrical boxes for outlets, switches and data ports will need to be extended out to face of drywall. Color to match outlets used in the upstairs DOT offices.
- Replace bank of 4 switches with 1 double regular switch & 1 double dimmer switch. Color and style to match existing upstairs DOT offices.
- Install new double regular switch & double dimmer switch to west wall
- Move 3 existing electrical wall plugs to mount 70" TV's west wall
- Data lines to be pulled and connected by local IDOT forces
- Reconfigure the switches for lights to the 2 dimmer switches (location of lights to remain the same)
- Replace & relocate thermostat, thermostat needs to be like existing thermostat in upstairs DOT offices.
- Install 2 dual head emergency lights.
  Photos will be attached of all existing areas we are attempting to match up to. Contractor to provide color swatches and DOT field to approve all color choices.

Project period work to begin no later than 9/1/2015 and must be completed by 10/16/2015.

All work performed to be arranged with authorized DOT personnel prior to commencement of services. DOT field coordinator is Dawn Hansen, regular business hours M-F All work to be coordinated with Dawn at 319-364-0235, dawn.hansen@dot.iowa.gov

D. Contract Award

Award will be based on the total lump sum amount of bid price shown on the Schedule of Prices. Bid price will include all requirements listed in Specifications and Supplemental Terms to complete this proposed project. The Prime Contractor shall be responsible for taking all sub-bids and for all coordination between trades.

A single "Prime" contract shall be awarded for all work shown. Contractor shall be responsible for taking all sub-bids and for all coordination between trades.

Protests of award recommendations shall be made in accordance with Paragraph 761--20.4(6)"e", Iowa Administrative Code.

Contractor shall return all contractual documents within fourteen (14) calendar days from date indicated in contract cover letter. ***If this is not returned within this time frame, contract may be voided and awarded to the next low bidder.***

2.2 Bidders Representatives

A. Site Visit

It is recommended, but not required, that prospective bidders on this project shall visit the job site prior to submitting a quotation for this work. To view the site, contact: **Jody McNaughton at 515-239-1298 or email at jody.mcnaughton@dot.iowa.gov**. For scheduling No considerations or revision in the contract price or scope of the project will be considered by the Owner for any item which could have been revealed by a thorough on-site inspection and examination.
Site visit scheduling to begin 8/3/2015 and ends 8/14/2015.

B. Conditions of Work

Bidders must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve successful bidders of their obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with the work of any other contractor.

C. Obligation of Bidder

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

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

D. Codes, Laws and Regulations

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

E. Licenses, Permits and Inspections

The Vendor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work. The Vendor shall pay for all licenses, permits and inspection fees required for its work. The Vendor must furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work.

2.3 Bidding Documents

A. Plans and Specifications

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

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

B. Contents of the Contract Documents

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

1. Addendum
2. Proposal Form
3. Special Provision
4. Plans
5. Supplemental Specifications
6. Standard Specifications

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

C. Interpretation of Contract Documents

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Plans, Specifications or other proposed contract documents, the bidder will submit to the Iowa DOT a written request for an interpretation thereof. Requests for interpretation must be received on or before **1:00 P.M., August 14, 2015.**

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

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

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

D. Materials and Equipment

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

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

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

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

E. Exceptions/Equals

No substitutions, changes or additions to the request for proposals shall be permitted unless a written request for a substitution, change or addition is submitted to the department's purchasing office **by August 17, 2015 @ 1:00 p.m.** to allow an analysis and response to all bidders, and the substitution, change or addition is approved by the purchasing office. **All submittals must be in writing**.

F. Addenda

Addenda, if issued, will be emailed to all known plan holders, and acknowledgement of receipt of addenda will be indicated on the bidder's proposal form.

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

2.4 Bidding Procedures

A. Proposed Form

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

All bids received by the Iowa DOT, which require allocation of appropriated state funds, are subject to the acceptance of the issuing department of the State of Iowa.

B. Submitting Proposals

Each proposal must be submitted in ink or typewritten and may be faxed (515-239-1538), e-mailed jody.mcnaughton@dot.iowa.gov or mailed to Jody McNaughton at The Iowa Department of Transportation, Purchasing Section, 800 Lincoln Way, Ames, Iowa 50010.

Bids shall be due on or before **1:00 P.M., August 19, 2015.**

C. Withdrawal Period

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

D Extension of Contract Period

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

E. Facsimile Modifications and Bid Closing

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

Modification of the bid price by facsimile of bids already submitted will be considered if received prior to the time set for the opening. The changes shall not reveal the bid price but shall provide the amount to add or subtract to modify the bid so the total amount is not known until the bid is opened.

F. Informalities and Nonmaterial & Material Variances

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

The Iowa DOT reserves the right to waive or permit cure of nonmaterial variances in the Bidder's 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 Contractors; that do not change the meaning or scope of the RFB; 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 RFB requirements or excuse the Contractor from full compliance with RFB specifications or other contract requirements if the Contractor is awarded the contract. The determination of materiality is in the sole discretion of the Iowa DOT.

2.5 Consideration of Bids

A. Rejection of Bids

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

Conditional bids will not be accepted.

B. Qualification of Bidder

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

C. Information From Other Sources

The Iowa DOT reserves the right to obtain and consider information from other sources concerning a Contractor, such as the Contractor's capability and performance under other contracts, the qualifications of any subcontractor identified in the Contractor's Bid Response, specifically, the Contractor's financial stability, past or pending litigation, and publicly available information.

2.6 Performance and Payment Bonds

A. Bonds

If the contracted estimated value is $25,000 or more, the Bidder shall furnish bonds covering the faithful performance of 100% of the Contract and the payment of all obligations arising thereunder. One copy of the bond shall be submitted on Iowa Department of Transportation Form 131070. All items must be properly filled in, including Bidder's signature. Resident commission agent or attorney-in-fact must file a copy of the power of attorney.

B. Power of Attorney

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

2.7 Notice of Tax Exempt Status

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

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

2.8 Labor Regulations

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.

2.9 Targeted Small Business Program

The 1986 Iowa Legislature enacted legislation relating to procurement from Iowa Targeted Small Businesses. (Iowa Code, Chapter 73. And Iowa Administrative Code rules 820--[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.

Part 3 Supplementary General Conditions

3.1 The Contractor

A. Guidelines

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

Contractor may be required to make available to Iowa DOT at time the apparent low bidder has been determined all Material Safety Data Sheets (MSDS) for all products provided prior to approved contractor and award. These must be faxed to Purchasing 515-239-1538 with cover indicating project the MSDS sheets pertain to. This shall be faxed within two (2) days upon request.

B. Guarantee

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

All materials, items of equipment, and workmanship furnished under this division of the specifications shall carry the standard warranty against all defects in material and workmanship. Any fault due to defective or improper material, equipment, or workmanship which may develop, shall be made good, forthwith.

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

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

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

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

C. Workmanship

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

D. Clean-Up

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

E. 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.

F. 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.

G. 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.

H. 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).

3.2 Administration of the Contract

A. Inspection and Supervision

All work shall be according to the approved design and shall be under the direct supervision of the Iowa DOT.

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

The owner will provide a list of items requiring inspection prior to or during installation. The Contractor is to give the Owner notice no less than 24 hours in advance of installation.

The Iowa DOT field contact shall be Dawn Hansen at 319-364-0235.

B. Contractors Construction Schedule

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

3.3 Sub Contractors

Specific attention shall be given by the Contractor to Article 5 of the A.I.A. Document A-201, "The General Conditions of the Contract for Construction".

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

3.4 Contract Period

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

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

3.5 Payments and Completion

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

B. Immediately after signing of Contract, the Contractor shall submit schedule of values for approval on the Contract Breakdown form furnished by the Iowa Department of Transportation. Contractor shall submit an Application for Payment on forms furnished by the Iowa Department of Transportation based on Contract Breakdown.

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

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

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

3.6 Protection of Persons and Property

A. Safety and Health Regulations

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

B. Protection of Site

The Contractor shall furnish all permanent and temporary guards, signs, fencing, shoring, and underpinning and other protection necessary in the performance of the contract and for the necessary protection of all public and private property and shall be responsible for any damage caused by failure to comply with this requirement.

After building operations are completed, the Contractor shall replace or satisfactorily repair all damaged walks or pavements which shall have become damaged due to operations of this project.

The Contractor shall take care of all underground pipes, conduits, etc., encountered

in the excavations, and protect same from damage until such time as they can be permanently disposed of.

The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property and adjacent property from damage arising in connection with this contract.

3.7 Insurance Requirements

Contractor's Insurance

It shall be the Contractor's responsibility to have liability insurance covering all of the project operations incident to contract completion and the Contractor(s) must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the insurance company firm name and address, contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Contractor(s) including a subcontractor, persons employed by a subcontractor(s), or by an independent contractor(s).42

In addition to the above, the Contracting Authority shall be included as an insured party, or a separate owner's protective policy shall be filed showing the Contracting Authority as an insured party.

The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance shall be as follows:

- *Comprehensive General Liability* including Contractual Liability;
- Contingent Liability; Explosion, Collapse and Underground Drainage
- Damage; Occurrence Basis Bodily Injury: Broad Form Personal Injury; Broad Form Property Damage.

Bodily Injury

The contractor will purchase and maintain throughout the term of this contract the follow minimum limits and coverage:

- Each person $750,000
- Each accident/occurrence $750,000
- Workers Compensation $750,000
- Statutory Limits $750,000
- Employer's liability $750,000
- Pollution Liability $750,000
- Occupation Disease $750,000

Operations

- Property Damage $250,000 each occurrence

Builders Risk Insurance:

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

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

- The Contractor(s) shall require all subcontractor(s) meet the above insurance requirements.

The Certificate of Insurance must include the following;

- **Iowa Department of Transportation must be listed as an additional insured**
- Proposal Number
- Proposal Description
- Letting Date and
- Contract Period

3.8 Miscellaneous Provisions

A. Iowa State Building Code

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

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

B. Discriminatory Practices

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

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

3.9 Public Contract Termination

The provisions of Iowa Law as contained in Chapter 573A of the Code of Iowa, an Act to provide for termination of contracts for the construction of public improvements when construction or work thereon is stopped because of national emergency, shall apply to and be a part of this Contract, and shall be binding upon all parties hereto, including sub-contractors and sureties upon any bond given or filed in connection herewith.

FUR OUT EXTERIOR WALLS WITH 1-1/2" WOOD STUDS 16" OC AND 5/8" DRYWALL (TYP OF ALL WALLS IN ROOM)

START FURRING 1-1/2" FROM EXISTING CMU COLUMNS ON EAST AND WEST WALLS AND 1-1/2" FROM NORTH AND SOUTH WALLS

FINISH, TEXTURE AND PAINT DRYWALL ON ALL NEW DRYWALL

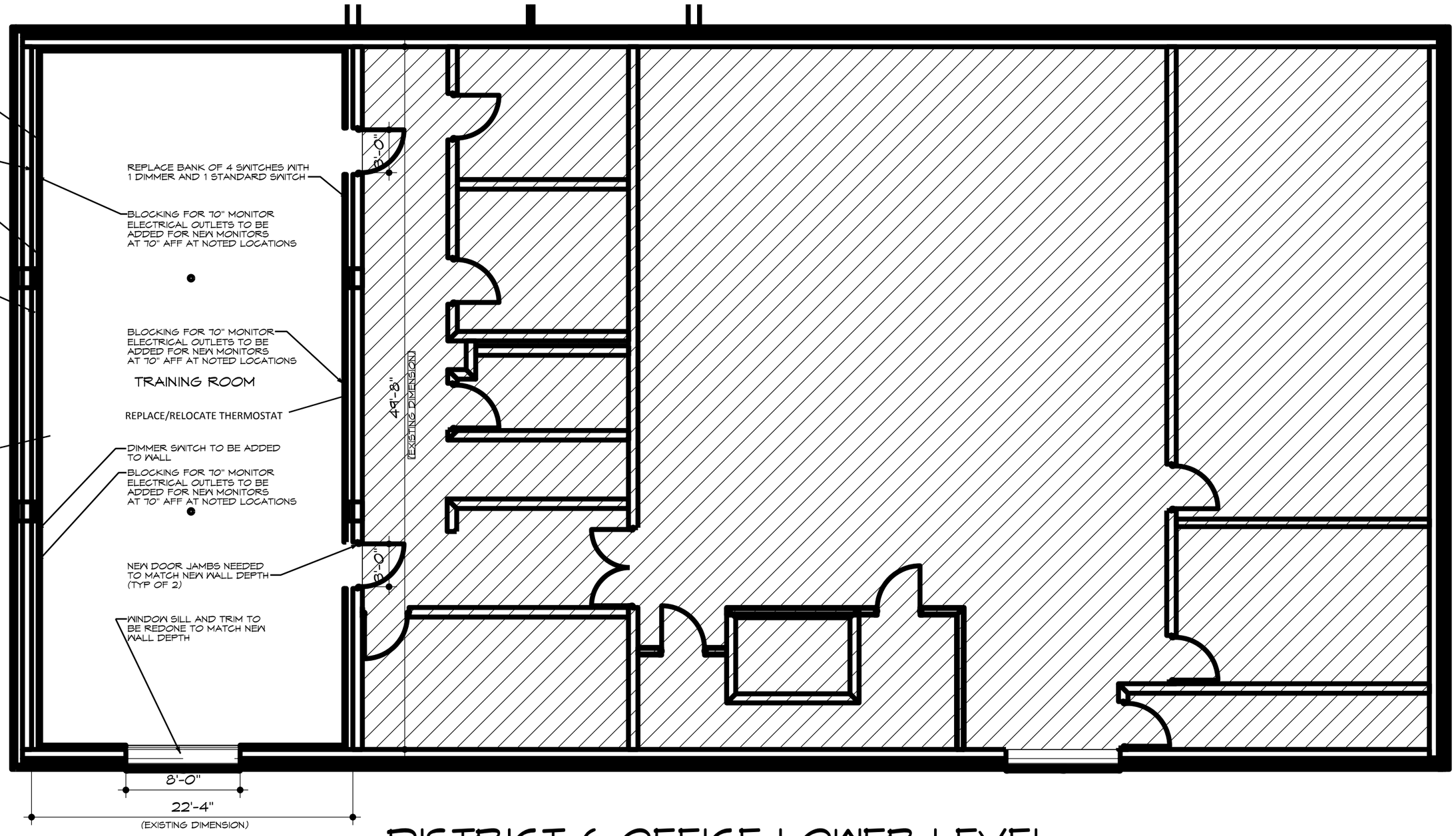
INTERIOR VAPOR BARRIER INSTALLED AND SEALED ON EXTERIOR WALLS INSULATE WITH FIBERGLASS R-12 OR BETTER BETWEEN STUDS

ALL EXISTING ELECTRICAL BOXES, FOR OUTLETS, SWITCHES OR DATA OUTLETS TO BE EXTENDED OUT TO FACE OF DRYWALL

CEILING GRID TO BE REINSTALLED ON TO NEW DRYWALL; ACOUSTICAL TILES TO BE KEPT AND CUT INTO GRID

INSTALL NEW 4" VINYL COVE BASE AROUND ROOM PERIMETER

INSTALL 2 NEW EMERGENCY LIGHTS (FIXTURES PROVIDED BY IDOT)

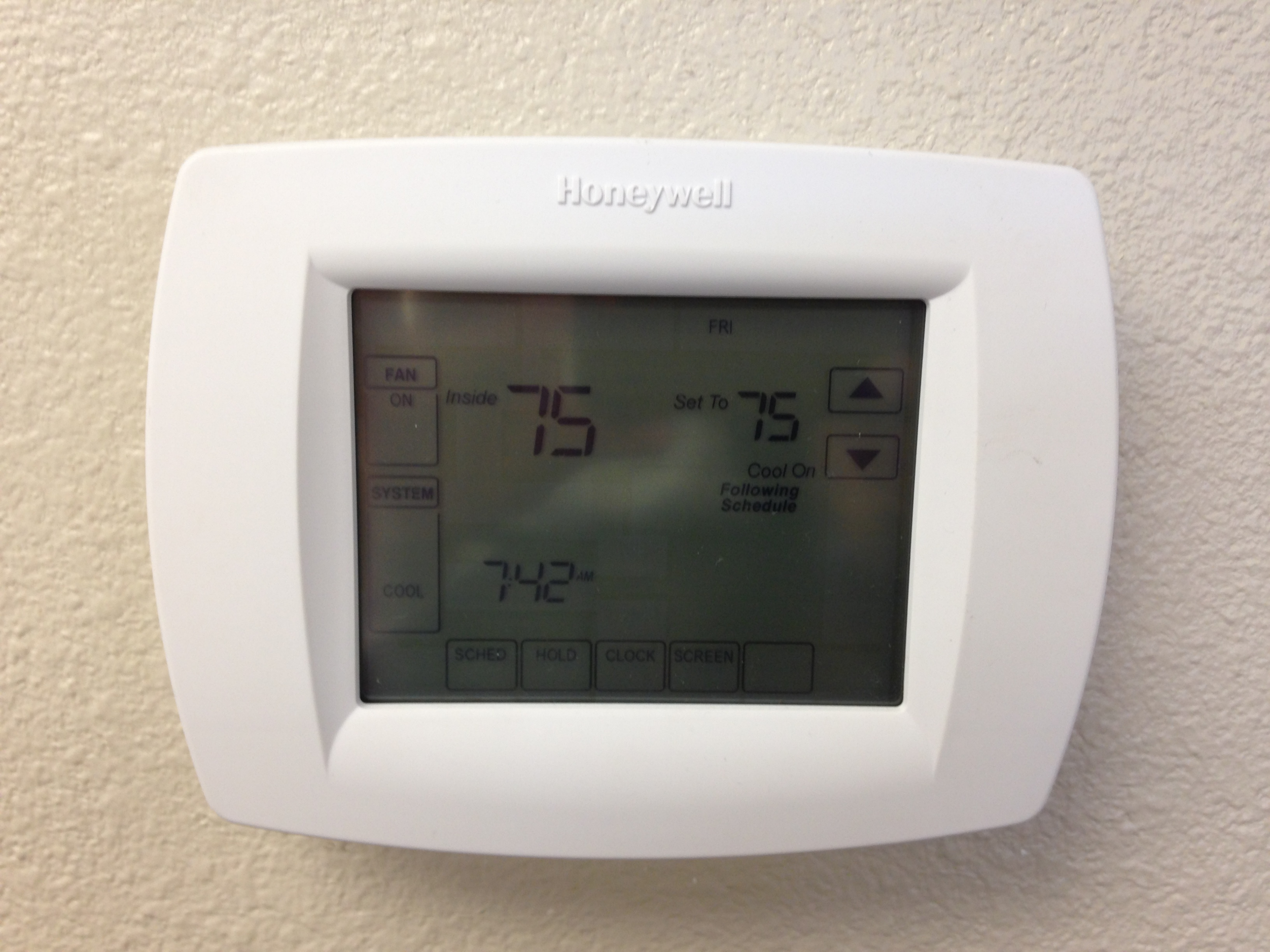


HEIGHT OF ROOM WALLS ARE 8'

DISTRICT 6 OFFICE LOWER LEVEL

TO AN
EXIT

EXIT
AS IOWA DOT EMPLOYEES – ONE IOWA DO
WE COMMIT TO:
SAFETY
• Understanding and following procedures developed to keep
• Looking out for the welfare of ourselves, co-workers, and cu
• Listening to concerns and observations raised by others.
• Reviewing situations for potential dangers.
• Continually working to improve safety performance in our are
RESPECT
• Listening to understand.
• Acting in a professional manner.
• Treating co-workers as we expect to be treated.
• Learning from the diversity in the workplace.
• Being accepting of others who raise questions.
INTEGRITY
• Always acting in an ethical manner.
• Acting as we expect others to act.
• Dealing with people honestly and directly.
• Following through on the things we say we will do.
• Responding to communication in a timely fashion.
TEAMWORK
• Valuing the input of those we work with.
• Interacting collaboratively with others.
• Supporting open discussion.
• Holding ourselves and others accountable.
• Working to accomplish the goals set by and for the people we work wit
LEADERSHIP
• Having the courage to raise questions.
• Focusing on those things that are important.
• Taking advantage of opportunities to improve.
• Taking responsibility for our work and that of our work unit.
• Encouraging and supporting ways to better serve our customers.
Visit: www.iowadot.gov/strategicplan
TO LEARN MORE ABOUT THE STRATEGIC PLAN AND PROGRESS OF KEY INITIATIVES


Honeywell
FRI
FAN
ON
Inside
75
Set To
75
Cool On
Following
Schedule
SYSTEM
COOL
7:42 AM
SCHED
HOLD
CLOCK
SCREEN

Bidders Request for Alternatives or Exceptions (BRAE)

Letting Date: _____

Proposal No.: _____ BRAE form due on or before:_____

Item: _____ Spec. No.:_____

Request: _____

_____

Bidder Proposes to furnish in lieu of above: _____

_____

_____

_____

NOTE: The determination of acceptance of this BRAE request is only valid for the bid for which it was submitted. BRAE approvals received for this bid do not determine or set a precedent for what is acceptable in any other bid posted by the State of Iowa.

Email/Fax to:

Iowa Department of Transportation
Purchasing Section
Attention: _Jody McNaughton
Email: jody.mcnaughton@dot.iowa.gov

Fax No.: 515-239-1538

Submitted By _____

Company _____

Address_____

_____
City State Zip

Phone No. _____

Fax No. _____

==========

DOT USE ONLY

Approved _____ Disapproved _____

Reason _____

_____

_____

Signature: _____ Date: _____