

Date Bids Due 10/15/2015		Time of Bid Opening 1:00 PM	Bid Opening Location 800 Lincoln Way, Ames, IA	
Proposal Number 15297	Description Concrete Crushing at Mt Pleasant Garage			
Contract to Begin	Date of Completion 4/15/2016	Proposal Guaranty Amount \$0.00		Liquidated Damages \$0.00
Purchasing Agent Rhonda Ruark	E-Mail Address rhonda.ruark@dot.iowa.gov	Phone 515-239-1285		Fax 515-239-1538
Company Name			Federal Tax ID	
Street Address		City	State	Zip Code
Supplier Contact (type or print)	E-Mail Address	Phone	Fax	
Supplier agrees to sell items/services at the same prices under the same terms and conditions to any other state agency, Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> YES <input type="checkbox"/> NO			Are you a Iowa Targeted Small Business? <input type="checkbox"/> YES <input type="checkbox"/> NO	

GENERAL INFORMATION/PROPOSAL STATEMENT

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

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

Standard Terms and Conditions for Quotations

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

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

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

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

Signed: _____ **Date:** _____



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 Iowa 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 7:00 a.m. and 3:00 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 11-118-11(3).
4. **Consumer Price Index (CPI-U):** A CPI may be allowed as specified in the terms of the Bid Proposal and at the discretion of the Iowa DOT based on currently posted CPI-U, US City Average, All Items – non seasonally adjusted unless otherwise specified. This applies each of any subsequent renewals, extensions, amendments issued under the contract for the duration of the contract.

5. **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 or contract to be submitted for processing.
6. **Default (Supplier):** 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.
7. **Default (Contractor):** 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 the Iowa 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. **Iowa Open Records Law:** All Bid Responses are subject to terms and provisions of Iowa Code Chapter 22 Examination of Public Records (Open Records), specifically 22.7- Confidential Records.
9. **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.
10. **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 goods or services or both.

11. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.

12. **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	15297
Date Required	10/15/2015 1:00 PM

Title Concrete Crushing at Mt Pleasant Garage
Delivery Location
Shipping Terms FOB Destination/Freight Prepaid

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

Description DOT field point of contact is Tony Sebben, phone 641-777-5177.

Successful bidder will be required to provide proof of liability insurance listing the Iowa DOT as additional insured prior to beginning work. All work to be completed prior to April 15, 2016.

Product Availability Days: _____

Price Good Until: _____

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	600	TON	Concrete Crushing The DOT maintenance garage has a pile of approximately 500-600 tons of broken concrete located at 906 E Harvest Drive in Mt. Pleasant IA 52641 that needs to be crushed. Any rebar or metal that is removed can become the property of the contractor. Delivery Location: MOUNT PLEASANT, IA 52641			
Comments:						
2	1	JOB	Mobilization Fee			
Comments:						

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

Signature: _____ Date: _____

Section 4130. Revetment Stone, Erosion Stone, and Gabion Stone

4130.01 REVETMENT DESCRIPTION.

A. Broken limestone, dolomite, quartzite, or granite from an approved source as described in Materials I.M. 409 and meeting the following requirements.

- A minimum of 50% of the stone is to be composed of beds or slabs more than 5 inches (125 mm) thick.
- A minimum of 10% of the beds or slabs are to be thick enough to produce the required weight (mass) of either the stone or concrete, with the greatest dimension not more than two times the smallest dimension.

B. When the source test plot or service history is not available, meet the requirements of Table 4130.01-1 for virgin stone crushed to 3/4 inch to 1 1/2 inch (19 mm to 37.5 mm) nominal sizes. Abrasion loss for all revetment stone is not to exceed 50% when tested according to AASHTO T 96.

Table 4130.01-1: Virgin Stone Requirements

Revetment Type	Revetment Quality	Test Limits (max)	Test Method
Class A, B, C, & E revetment	Alumina	0.7	Iowa 222
	A Freeze	10	Iowa 211, Method A
	Secondary Pore Index	25	Iowa 219
Class D revetment	C Freeze	10	Iowa 211, Method C
Note: Revetment may pass either Alumina or A Freeze for compliance.			

C. Recycled PCC pavement or broken concrete meeting the requirements of Materials I.M. 210 may be used with the approval of the Engineer.

- All reinforcement material is to be cut flush with the flat surface of the concrete.
- A minimum of 50% of the broken concrete revetment is to be composed of slabs more than 5 inches (125 mm) thick.
- A minimum of 10% of the slabs are to be thick enough to produce the required weight (mass) of the concrete with the greatest dimension not more than 2 times the smallest dimension.
- No petroleum based or HMA material is to be included in revetment.

4130.02 REVETMENT GRADATION.

A. Engineer will determine gradation compliance by visual inspection. After visual inspection and prior to loading, the Engineer may designate material as too fine or too coarse.

1. Class A Revetment.

- Nominal top size of 400 pounds (180 kg).
- At least 75% of the stones are to weigh more than 75 pounds (35 kg).
- None less than 50 pounds (25 kg).
- Stones are to have at least one flat face with one dimension at least 15 inches (375 mm).

2. Class B Revetment.

- Nominal top size of 650 pounds (300 kg).
- At least 20% of the stones are to weigh more than 500 pounds (225 kg).
- At least 50% of the stones are to weigh more than 275 pounds (125 kg).
- At least 90% of the stones are to weigh more than 25 pounds (10 kg).

3. Class C Revetment.

- Nominal top size of 450 pounds (205 kg).
- At least 50% of the stones weighing more than 275 pounds (125 kg).
- At least 90% of the stones weighing more than 75 pounds (35 kg).

4. Class D and Class E Revetment.

- Nominal top size of 250 pounds (115 kg).
- At least 50% of the stones are to weigh more than 90 pounds (40 kg).
- At least 90% of the stones are to weigh more than 5 pounds (2 kg).
- The Engineer may approve using revetment containing material larger than 250 pounds (115 kg).

B. Additional processing is not required for Class D material. Mechanically process Class E material to remove material 3 inches (75 mm) and less.

4130.03 EROSION STONE DESCRIPTION.

Broken limestone, dolomite, quartzite, granite, or broken concrete with steel removed.

4130.04 EROSION STONE GRADATION.

Engineer will determine gradation compliance by visual inspection. After visual inspection and prior to loading, the Engineer may designate material as too fine or too coarse.

- Nominal 6 inch (150 mm) size.
- 100% passing the 9 inch (225 mm) screen.
- 100% retained on the 3 inch (75 mm) screen.

4130.05 EROSION STONE QUALITY.

Except for recycled concrete, meet the requirements of Table 4130.05-1. There are no quality requirements for recycled concrete.

Table 4130.05-1: Aggregate Quality (Erosion Stone)

Aggregate Quality	Maximum Percent Allowed	Test Method
C Freeze	15	Office of Materials Test Method No. Iowa 211, Method C
Abrasion	50	AASHTO T 96
Clay Lumps and Friable Particles	5	Materials I.M. 368
Note: Perform tests on product crushed to 3/4 inch (19 mm) or 1 inch (25 mm) maximum size.		

4130.06 GABION STONE DESCRIPTION.

Broken stone or gravel boulders meeting the requirements below. Use stone and boulders from sources similar in geological origin.

4130.07 GABION STONE AND MATTRESS GRADATION.

Process stone or boulders for gabions and mattresses to sizes ranging from 4 inches to 8 inches (100 mm to 200 mm) in nominal dimensions. Three inches to 5 inches (76.0 mm to 127 mm) is recommended for mattresses.

4130.08 GABION STONE QUALITY.

Meet requirements of Table 4130.08-1. Sources with Revetment A, B, or E approvals need not meet these requirements.

TABLE 4130.08-1

Aggregate Quality	Maximum Allowed Percent	Test Method
Alumina A Freeze	0.7	Office of Materials Test Method No. Iowa 211, Method A
	10	
Abrasion	50	AASHTO T 96
Note: Pass either Alumina or A Freeze for compliance (alumina does not apply to gravel).		
Perform tests on product crushed to 3/4 inch (19 mm) or 1 inch (25mm) maximum size.		