Bid Response

	Date Bids Due: December 2, 2015	Time of Bid Opening: 1:00 P.M.	Bid Opening Location: 800 Lincoln Way, Ames, IA

Proposal Number: **15446**	Description: New Hampton Construction/Maintenance Facility Landscaping			
Contract to Begin: January 04, 2016	Contract to End: May 15, 2016	Proposal Guaranty Amount: N/A	Performance Bond (Y/N) Y	Liquidated Damages: $50.00 per day

Purchasing Agent:	E-mail Address:	Phone:	Fax:
Jody McNaughton	Jody.mcnaughton@dot.iowa.gov	515-239-1298	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.	Are you an Iowa Targeted Small Business?
☐ Yes ☐ No	☐ 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 _____

Schedule of Prices

Project Description: New Hampton Construction/Maintenance Facility Landscaping

Item No.	Description	Quantity	Unit/Price	Total Bid Amount
1	Landscaping of New Hampton Construction / Maintenance Facility	I Job	Lump/Sum	$_____

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

Authorized Signature: _____

Contact Person:

Company: _____

_____
(Print Name)

Address: _____

_____
(City) (State) (Zip Code)

Phone No: _____

Email:_____

Fax No.: _____

I acknowledge receipt of addendums.:_____

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. **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.
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 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. **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 goods or services or both.
10. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
11. **Termination:**
    - **Termination Due to Lack of Funds or Change in Law**
      The Iowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the vendor as a result of any of the following:
    - Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under contract.
    - Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the Iowa DOT's sole discretion, are insufficient for any reason.
    - The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.
    - The Iowa DOT's duties are substantially modified.

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

Section 1 Introduction

1.1 Purpose & Overview of the RFB Process

The purpose of this Request for Bid (RFB) is to solicit Bid Responses from responsible, responsive Bidders to provide the goods and/or services identified and described further in Section 3 of this RFB. The Iowa DOT may renew the contract(s) for up to the number of annual renewals as indicated. Any contract(s) resulting from the RFB shall not be an exclusive contract.

1.2 General

1.2.1 The owner of these projects is the Iowa Department of Transportation, 800 Lincoln Way, Ames, IA 50010

Project Location: 2224 225th Street New Hampton, IA

Section 2 Administrative Information

2.1 Issuing Agent

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

2.2 Restriction on Communication

From the issue date of this RFB until the notice of intent to award is issued (announcement of the successful bidder), bidders may contact only the Issuing Agent.

The Issuing Agent will respond only to questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted in writing to the Issuing Officer by the deadline found in the Procurement Timetable listed immediately after the cover sheet**.** Verbal questions related to the interpretation of this RFB will not be accepted. Questions related to the interpretation of this RFB must be submitted as provided in section 2.5. Contractors may be disqualified if they contact any state employee other than the Issuing Agent. *Exception: Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses. See Section 2.32.*

In NO CASE shall verbal communication override written communications. Only written communications are binding on the State.

The Iowa DOT assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a contract, unless such representations are specifically incorporated into this RFB. Verbal discussions pertaining to modifications or clarifications of this RFB shall not be considered part of the RFB unless confirmed in writing. All such requests for clarification shall be submitted in writing. Any information provided by the Contractor verbally shall not be considered part of that Contractor's proposal. Only written communications from the Contractor and received by the Department shall be accepted.

With the exception of the written Bid Response which must be submitted by Contractors in accordance with Section 2 herein, communications between the Issuing Agent and Contractors may be conducted by regular prepaid US mail, courier service, e-mail or facsimile transmission.

2.3 Downloading the RFB from the Internet

All correspondence for this Bid Proposal will be posted on the Iowa DOT's website at **www.iowadot.gov/purchasing/lettingschedule.** **Bidders are required** to visit the Iowa DOT's home page periodically for any and all addendums or other pertinent information regarding this bid opportunity.

2.4 Submission of Bid Responses

The Iowa DOT must receive Bid Responses addressed to the Department of Transportation, Purchasing Section, 800 Lincoln Way, Ames, Iowa 50010 before the deadline. **This is a mandatory requirement and will not be waived by the Iowa DOT**. Any Bid Response received after this deadline will be rejected and returned unopened to the contractor.

Contractors mailing Bid Responses must allow ample mail delivery time to ensure receipt by the Iowa DOT on or before the due date. Postmarking by the due date will not substitute for actual receipt of the Bid Response.

Electronic mail and faxed Bid Responses will be accepted.

Contractors must furnish all information necessary to evaluate the Bid Response. Bid Responses that fail to meet the mandatory requirements of the RFB will be disqualified. Verbal information provided by the Contractor shall not be considered part of the Contractor's Bid Response.

2.5 Nonmaterial and Material Variances

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.

2.6 Reference Checks

The Iowa DOT reserves the right to contact any reference to assist in the evaluation of the Bid Response, to verify information contained in the Bid Response and to discuss the Contractor's qualifications and the qualifications of any subcontractor identified in the bidders Bid Response.

2.7 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.

2.8 Verification of Bid Response Contents

The content of a Bid Response submitted by a Contractor is subject to verification. Misleading or inaccurate responses shall result in disqualification and rejection of the Bid Response.

2.9 Criminal History and Background Investigation

The Contractor hereby explicitly authorizes the Iowa DOT to conduct criminal history and/or other background investigation(s) of the Contractor, its officers, directors, shareholders, partners and managerial and supervisory personnel retained by the Contractor for the performance of the contract.

2.10 Bid Response Clarification Process

The Iowa DOT reserves the right to contact a Contractor after the submission of Bid Response for the purpose of clarification to ensure mutual understanding.

This contact may include written questions, interviews, site visits, a review of past performance if the Contractor has provided goods or services to the Iowa DOT or any other political subdivision wherever located, or requests for corrective pages in the Contractor's Bid Response. The Iowa DOT will not consider information received if the information materially alters the content of this Bid Proposal or alters the type of goods and services the Contractor is offering to the Iowa DOT. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the Iowa DOT within the time specified in the Iowa DOT request. Failure to comply with requests for additional information may result in rejection of the Bid Response as non-compliant.

2.11 No Contract Rights until Execution

The full execution of a written contract shall constitute the making of a contract for services and no Contractor shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful Contractor and the Iowa DOT.

2.12 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Contractors are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be submitted to the proper prosecuting attorney.

2.13 No Minimum Guaranteed

The Iowa DOT anticipates that the selected Contractor will provide services as requested by the Iowa DOT. The Iowa DOT will not guarantee any minimum compensation will be paid to the Contractor or any minimum usage of the Contractor's services.

2.14 Conflicts Between Terms

The Iowa DOT reserves the right to accept or reject any exception taken by the Contractor to the terms and conditions contained in this RFB. Should the Contractor take exception to the terms and conditions required by the Iowa DOT, the Contractor's exceptions may be rejected and the entire proposal declared nonresponsive. The Iowa DOT may elect to negotiate with the Contractor regarding contract terms that do not materially alter the substantive requirements of the request for proposals or the contents of the Contractor's Bid Response.

2.15 Contractors Responsibilities

2.15.1 Codes, Laws and Regulations

The laws of the State of Iowa in relation to and pertaining to public improvements shall apply to these projects. 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.

2.15.2 Licenses, Permits and Inspections

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

2.16 Consideration of Bids

2.16.1 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.

2.16.2 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.

2.17 Performance and Payment Bonds

2.17.1 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.

2.17.2 Power of Attorney

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

2.18 Labor Regulations

All Bidders, 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.

Section 3 General Requirements

3.1 Scope of Work

Successful Bidder shall be required to provide all materials, labor, and equipment necessary for the landscaping of the New Hampton Construction/ Maintenance Facility

The Iowa DOT Standard Specifications for Highway and Bridge Construction, Series 2012 Plus General Supplemental Specifications and Applicable Supplemental Specifications, Developmental Specifications and Special Provisions Shall Apply to the Construction Work on this Project. Current Iowa DOT Standard specifications are available at http://www.iowadot.gov/erl/current/GS/Navigation/nav.htm.

Contractor shall install trees, shrubs, mulching, rock and edging as specified and as shown on these plans. The successful bidder shall furnish an itemized schedule of values following the letting for use in pay applications and change orders. Planting locations will be staked by the DOT.

3.1.1 Tree and Shrub Planting

Trees and shrubs shall have a one-year warranty. The contractor shall be responsible for the maintenance and establishment of the plants for one year. Refer to Iowa DOT Standard Specifications Section 2610 and 4170 for additional requirements.

3.1.2 Mulch material for the windbreak planting and individual trees shall consist of shredded bark or shredded wood or a mixture containing no more than 50% wood chips. Samples of the mulch material shall be submitted for approval prior to installation. Mulch shall meet the following requirements:

Tree bark and wood chips shall be either hardwood or softwood as produced by a mechanical de-barker and chipping machine. Mulch shall be reasonably free from leaves, twigs, dust, toxic substances and any other foreign material. Mulch delivered in excessively wet condition may be rejected.

Mulch a 5’ diameter x 3” deep area around all individual trees. Rows of trees and shrubs shall receive a 5’ wide continuous strip of mulch at a 3” depth.

3.1.3 Watering- Bid should include three waterings. Include one watering on the day of planting and two additional waterings at 2-week intervals after planting.

3.1.4 Plant Schedule

Quantity	Species Name	Common Name	Size	Notes
2	Syringa reticulate 'Ivory Silk'	Japanese Tree Lilac	5' pot or B&B	Single stem
2	Gymnocladus dioica	Kentucky Coffeetree	5' pot or B&B	
3	Celtis occidentalis	Common Hackberry	5' pot or B&B	
3	Acer freeman 'Jeffersred'	Autumn Blaze Maple	5' pot or B&B	
3	Acer saccharum 'Commemoration'	Commemoration Maple	5' pot or B&B	
3	Quercus bicolor	Swamp White Oak	5' B&B	
105	Viburnum opulus	American Cranberry Viburnum	#5 cont.	
28	Picea glauca 'densata'	Black Hills Spruce	5' B&B	
1	Ostraya virginiana	American Hop hornbeam	1" cont.	
1	Malus 'Adirondack'	Adirondack Crabapple	5' pot	
4	Malus 'Red Jewel'	Red Jewel Crabapple	5' pot	
22	Philadelphus 'Miniature Snowflake'	Miniature Snowflake Mockorange	#2 cont.	

Requests for substitutions will not be considered until after the letting.

3.1.5 Edging and Washed River Rock

Contractor shall place a 5 ft. wide band of washed river rock around the Field Office building with a concrete edger. Remove existing soil such that the top of the edging and a 2" layer of river rock can be placed at the ground level. Include a layer of landscape fabric under the rock such as Typar professional grade, 3 oz. weight or approved equal. Holes shall be cut through the fabric where shrubs are being planted. Edging shall be 4" Rockwood Classic Edge with interlocking base or approved equal. Color samples shall be submitted for approval.

3.1.6 Grader Display Area

Contractor shall construct an 8' x 20' rock platform with a concrete edging for displaying an antique road grader. Rock, edging and fabric shall be as specified in the section "Edging and Washed River Rock".

3.1.7 Erosion Stone Area

Contractor shall dig a 4' wide by 10' long channel 18" deep where erosion is occurring adjacent to the parking lot. Line the sides and bottom of the excavation with engineering fabric as specified in Article 4196.01 B.3 in the DOT's standard specifications. Place erosion stone meeting the requirements of Article 4130.03, .04 and .05 of the standard specifications. The top of the stone should match the surrounding ground line.

3.2 Adoption of General Conditions

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

3.2.2 "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.

3.2.3 All bidder information and conditions, bid check lists and similar documents included in the specifications issued by the Iowa DOT, Ames, Iowa are hereby made a part of the General Conditions.

3.3 Contractor Response

3.3.1 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 (PPE), fall protection and ventilation.
- Contractor may be required to make available to the Iowa DOT all Material Safety Data Sheets (MSDS) for all products provided at time the apparent low bidder has been determined. MSDS shall be sent to the Issuing Agent (when applicable) prior to issuance of the contract.

3.3.2 Guarantee

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

3.3.3 Workmanship

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

3.3.4 Use of Premises

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

3.3.5 Clean-Up

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

3.3.6 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 Iowa DOT will provide a list of items requiring inspection prior to or during installation. The Contractor is to give the Iowa DOT notice no less than 24 hours in advance of installation.
- The Iowa DOT contact after the contract award shall be: Mark Masteller

3.3.7 Verifying Work of Other Contractors

- When a Contractor's work depends on proper execution of work by other contractors, such Contractor shall promptly report to the Iowa DOT project lead any defects in such work and/or discrepancies between executed work plans, drawings or specifications.

- Contractors shall employ such methods and means in carrying out work as will not cause interruption or interference with any other Contractor. General Contractors shall give other Contractors sufficient notice to permit installation of sleeves, piping, conduit, and other items, prior to placing concrete or laying masonry. Any Contractor failing to comply with above shall be responsible for expense caused by such failure.

3.4 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 Successful Bidder for the project shall furnish the Iowa DOT with a complete list of subcontractors, schedule of values, and major material suppliers at the pre-construction meeting.
- The Iowa DOT shall approve and maintain the list of subcontractors and major suppliers and issue a general approval of same after official award of the contract, subject to the specific requirements of the Plans, Specifications and the "General Conditions of the Contract, and of these supplementary Conditions," " Special Provisions," and elsewhere with contract documents, as applicable. Deviations from the list of subcontractors and material suppliers shall be made only with the specific approval of, or at the request of the Iowa DOT.

3.5 Protection of Persons and Property

3.5.1 Safety and Health Regulations

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

3.5.2 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 these projects.
- 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.

3.6 Miscellaneous Provisions

3.6.1 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 2012 where applicable.

3.6.2 Discriminatory Practices

- All Contractors or subcontractors working under the terms of these projects 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.

3.7 Contractors Responsibilities

3.7.1 Site Visit (It is recommended, but not required, that prospective bidders on these projects shall visit the job site prior to submitting a quotation. It is also recommended that prospective bidders visit a similar completed project.

- No considerations or revision in the contract price or scope of the project will be considered by the Iowa DOT for any item which could have been revealed by a thorough on-site inspection and examination.

3.7.2 Conditions of Work

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

3.7.3 Obligation

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

- Bidders are responsible for the proper submission of bids. Omissions by a bidder to examine a form, instrument, or document shall in no way relieve that bidder from any obligations in respect to their bid.

3.8 Bid Proposal Documents

3.8.1 Plans and Specifications

- Electronic Plans and specifications are available on the Iowa DOT's website, www.iowadot.gov/purchasing. The Bidder is responsible for all copies of plans and specifications necessary for the execution of the work.
- In the event of a conflict between the specifications and the drawings, the specifications shall take precedence.

3.8.2 Materials and Equipment

- Manufacturers and products, in addition to those specifically listed, may be 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/Bidder'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.
- Contractors 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.

Section 4 Contract Terms & Conditions

4.1 Contract Award

Award will be based on the total lump sum amount of bid price shown on the Schedule of Prices. The DOT will award to the lowest, most responsive, responsible bidder. The Iowa DOT reserves the right to accept the bid(s) which best serves the interest of the State.

Bid price will include all requirements listed in Section 3 to complete this proposed project. The Prime Contractor shall be responsible for taking all sub-bids and for all coordination between trades.

A "Prime" contract shall be awarded for each project for all work shown on the Drawings and described in the Specifications including Site work, General construction, Demolition, Plumbing, Mechanical, Energy management and control and Electrical work. The Prime 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.

4.2 Contract Period

See Bid Proposal timeline for dates. The date of completion shall be stated in calendar days on the Bidder's Bid Response, and if necessary, adjusted by mutual agreement between the Iowa DOT and successful bidder prior to executing the contract documents.

The Iowa DOT realizes that deliveries and site conditions 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 the completion date to another mutually-acceptable date, when requested in writing and in good faith by the Contractor.

4.3 Liquidated Damages

Time is an essential component of the contract, and it is important that the work be to completed on the or before the dates listed on the Procurement Timetable.
For each calendar day that any work shall remain uncompleted beyond the substantial completion date and beyond the final completion date or any extension granted under Extension of Contract Period, the amount per calendar day specified in the Bid Response cover page will be assessed, not as a penalty but as predetermined and agreed upon liquidated damages. If work remains uncompleted on more than one portion for which calendar days and liquidated damages have been specified, the liquidated damages assessed will be the total of the damages per day listed for each uncompleted portion. The Iowa DOT shall prepare and forward to the Contractor an invoice or credit change order for such liquidated damages. The final payment shall be withheld until payment of the invoice has been made or the credit change order has been agreed upon.

Assessment of liquidated damages will be based only on the number of calendar days required to complete the contract beyond the contract completion date, plus authorized extensions.

The provision for the assessment of liquidated damages for failure to complete work within the contract period does not constitute a waiver of the Iowa DOT's right to collect any additional damages other than time delays, which the Iowa DOT may sustain by the failure of the Contractor to carry out the terms of the contract.

4.4 Immunity of Iowa Department of Transportation

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

4.5 Payments and Completion of Contract

4.5.1 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 Contractor as governed by the Iowa DOT Standard Specifications for Highway and Bridges Construction, Series 2012 and General Supplemental Specifications.

4.5.2 At the Pre-Bid Conference, the contractor shall submit 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.

4.5.3 Final payment shall be authorized not later than thirty (60) days following the completion and final acceptance of the contract, provided that the provisions 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.

4.5.4 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.

4.6 Insurance Requirements

Contractor's Insurance

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

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

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

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

Bodily Injury

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

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

Operations

- Property Damage $250,000 each occurrence

Builders Risk Insurance

- Each Contractor holding a valid contract with the Iowa DOT shall furnish and pay for builder's risk insurance, providing coverage for at least the following losses: fire, extended coverage, vandalism and malicious damage to materials incorporated in the project, and materials purchased to be incorporated in the project, either stored on or off the permanent job site. If this insurance coverage is not provided, the Contractor shall assume all responsibility for the perils outlined above which may occur prior to project completion and acceptance.
- Failure on the part of the Contractor(s) to comply with the requirements of this Article will be considered sufficient cause to suspend the work, withhold estimates, and to deny the Contractor(s) any further contract awards, as provided in Article 1103.01.
- The Contractor(s) shall require all subcontractor(s) meet the above insurance requirements.

The Certificate of Insurance must include the following

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

4.7 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.

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. _____

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DOT USE ONLY

Approved _____ Disapproved _____

Reason _____

_____

_____

Signature: _____ Date: _____