



**Request for Bid  
For**

**Gyratory Compactors and Installation  
Issued by:**

IOWA DEPARTMENT OF TRANSPORTATION  
Purchasing Section  
Proposal No. **16955**

**Bid Opening Date: August 3, 2016**

Bids must be received on or before 1:00 PM Central Time  
of the bid opening date. Bids received after this date will be rejected

**For information about this solicitation  
contact:**

**Jean Gustafson**  
800 Lincoln Way  
Ames, Iowa 50010  
Phone: 515-239-1173  
Fax: 515-239-1538  
E-Mail: [jean.gustafson@dot.iowa.gov](mailto:jean.gustafson@dot.iowa.gov)

**Issued addenda and all other correspondence  
will be posted to Iowa DOT's website:  
<http://www.iowadot.gov/purchasing>**

## Procurement Timetable

The following dates are set forth for informational and planning purposes. The Iowa DOT reserves the right to revise the dates as needed. All times listed are Central Time.

Event/Dates	Section Reference	Date/Time
Issue RFB	cover	July 12, 2016
Number of Copies of Bid Responses Required	4.1.3	1
Bidders Conference (Pre-Bid) <input type="checkbox"/> <i>Box will be checked when attendance is mandatory</i> <b>Location:</b>	2.28	N/A
DOT Response from Bidder's Conference Questions	2.28	N/A
Bidder Questions, Requests for Clarification, & Changes <i>(no later than)</i>	2.2/2.5	July 21, 2016 1:00 PM
DOT Response to Questions Issued <i>(no later than)</i>	2.2/2.5	July 27, 2016
Bid Opening/Proposal Due	2.8/2.9	August 3, 2016
Presentations & Demonstrations "Short list" <i>(by invitation only)</i>	2.22/ 5.3	N/A
Announce Successful Bidder Intent to Award* <i>see note below</i>	2.22	
Completion of Contract Negotiations & Execution of the Contract	2.22	
Contract Begin Date	6.2	
Contract End Date	6.2	

\*Intent to Award - See Section 2.22

It is intended that Bid Responses will be evaluated and a notice of "intent to award" will be issued within thirty (30) days of the bid opening date. Bid Responses prices, terms and conditions must be held firm for a 180-day period from the date of the notice of "intent to award". .

Response Due Date 8/3/2016		Time 1:00 PM	Location 800 Lincoln Way, Ames, IA	
Proposal Number 16955	Description GYRATORY COMPACTORS			
Contract Begin Date	Contract Completion Date	Bid Bond NA	Performance Bond (Y/N) N	Liquidated Damages \$0.00
Purchasing Agent Assigned Jean Gustafson	E-Mail Address jean.gustafson@dot.iowa.gov	Phone 515-239-1173	Fax 515-239-1538	

RESPONDER INFORMATION				
Company Name			Federal Tax ID	
Street Address		City	State	Zip Code
Contact Name	E-Mail Address	Phone	Fax	
Responder agrees to sell goods/services or both at the same prices, terms and condition to any other Iowa state agency, Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> YES <input type="checkbox"/> NO			Responder is an Iowa Targeted Small Business? <input type="checkbox"/> YES <input type="checkbox"/> NO	

## GENERAL INFORMATION

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

If required, each response must be accompanied by a bid bond in an accepted form, in the percent amount indicated above. Refer to the Standard Terms and Conditions for the accepted forms in which the bid bond requirement may be fulfilled. **Responses without a required bid bond will not be considered for award.** If the intended awarded responder fails to enter into a formal contract within fifteen (15) days after award is made for any reason on their part, the bid bond may be retained by the State.

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

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

*We certify that all materials, equipment goods and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this solicitation including delivery schedules. We promise to complete the contract within the contract period, or pay any liquidated damages, if stipulated, for each calendar day as set forth in the solicitation documents.*

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

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



## Iowa Department of Transportation Standard Terms and Conditions

For

Submission of Quotations, Bids or Proposals

-FORMAL-

*Formal* is the procurement process required by Iowa law when the estimated, aggregate amount of the purchase equals or exceeds \$50,000.

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

- Addendums to the solicitation
- Solicitation
  - Schedule of Prices
  - Specifications
  - Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

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

**Preparation of Solicitation or Bid Response:** All responses must clearly address all aspects of the solicitation. Responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT.

**Responses must be signed and received prior to the opening date and time indicated on the Solicitation Response page or other specified areas throughout the solicitation document. The Responder's signed Response shall become the official Response to be considered for award.**

**No email, fax or web link bid Responses will be accepted. Responses must be signed, sealed and delivered in person or by a mail courier that ensures timely delivery.**

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### A. Solicitation

1. **Opening:** The openings of responses are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Responses received after the time of the opening will be returned unopened and considered non-compliant.
2. **Communications:** Questions concerning this solicitation should be directed to the purchasing agent listed on the Solicitation Response page. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication.
3. **Bid Bond:** If required, the Solicitation Response page will indicate the fixed percent of the bid security based on the amount of the Bidder's bid. A Bid Bond can be supplied in one of the following ways: **(1)** Certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated. Checks or drafts shall be made payable either to the Iowa Department of Transportation (Iowa DOT) or to the bidder. If payable to the bidder, the check or draft shall be endorsed without qualifications to the Iowa DOT by the bidder or an authorized agent. **(2)** An insurance or surety company may be retained to provide a bond in fulfillment of the Bid Bond requirement. A properly completed and signed copy of the Bid Bond (*Form 131084*) must accompany the bid. **The Iowa DOT's Bid Bond form must be used; no other forms or formats will be accepted.**

4. **Pricing and Discount:** Unit prices shown in the response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as requested in the solicitation. If there is a discrepancy between the unit bid prices, extended price, or total amount of response, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase order. Discounts for early payment are allowed, but not considered in award of the contract.
5. **Acceptance/Rejection:** The Iowa DOT reserves the right to accept or reject any or all responses and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s) or provider. The Iowa DOT also reserves the right to accept that response which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional response including any ties to another response or any reservations about accepting an award or entering into a contract, may result in rejection of the response. Responses must remain available for award for thirty (30) days from opening date and time.
6. **Results & Disclosure:** Tabulation results will be posted on the Iowa DOT website at [www.iowadot.gov/purchasing](http://www.iowadot.gov/purchasing) under the *Bid Award* link referencing the proposal number with an award recommendation indicated. At the conclusion of the selection process, the contents of all received 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 response.
7. **Quality of Goods:** All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.
8. **Recycled Content:** The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. Recycled items or alternatives must be noted in the Solicitation Response, if known.
9. **Shipping Terms:** Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the response 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 responsible, responsive Responder whose Quotation, Bid or Proposal meets the requirements of the solicitation and is the most advantageous to the Iowa DOT. An Iowa company or individual will be given preference over an out-of-state company or individual when 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 solicitation 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 Contractor may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section. The Iowa DOT may offer a contract extension to the Contractor when a scheduled target date cannot be met.

4. **Consumer Price Index (CPI-U):** A CPI may be allowed as specified in the terms of the solicitation 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 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 number 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, service provider or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.
3. **Applicable Law:** The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. Any legal action relating to a contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.
4. **Conflict of Interest:** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, see Code of Iowa 314.2.
5. **Debarment and Vendor Suspension:** By submitting a response, 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:** Responders to the solicitation must be an “Equal Opportunity Employer” as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.
7. **Indemnification-Goods:** To the extent the goods are not manufactured in accordance with Iowa DOT’s designs, Supplier shall defend, indemnify and hold harmless Iowa DOT, its assignees, and other users of the goods from and against any claim of infringement of any letters patent, trade names, trademarks, copyright or trade secrets by reason of sale or use of any articles purchased. Iowa DOT shall promptly notify Supplier of any such claim.
8. **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.

9. **Iowa Open Records Law:** All Solicitation Responses are subject to terms and provisions of Iowa Code Chapter 22 Examination of Public Records (Open Records), specifically 22.7- Confidential Records.
10. **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.
11. **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.
12. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
13. **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 Responder. Following termination upon notice, the Responder 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	16955
Date Required	08/03/2016 1:00 PM

Title **GYRATORY COMPACTORS**  
**Delivery Location**  
**Shipping Terms** FOB Destination/Freight Prepaid

Vendor  
 PA Name Jean Gustafson  
 Phone 515-239-1173  
 E-Mail jean.gustafson@dot.iowa.gov

Description

**Product Availability Days:** \_\_\_\_\_

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	7	EACH	GYRATORY COMPACTOR Six locations throughout the State as listed in section 1.3 Delivery Location: ,			
Comments:						

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

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

## 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 on the RFB cover page and described further in Section 3 of this RFB. The Iowa DOT intends to award a contract(s) beginning and ending on the dates listed on the Procurement Timetable. The Iowa DOT may renew the contract(s) for up to the number of annual extensions identified on the Procurement Timetable at the sole discretion of the Iowa DOT. Any contract(s) resulting from the RFB shall not be an exclusive contract.

Bidders will be required to submit Bid Responses according to the Procurement Timetable. The Iowa DOT will evaluate all responsible Bidders that submit timely responsive Bid Responses to be considered for award.

### 1.2 Definitions

The terms used in individual sections of this document are intended to be consistent with those commonly used in the application field in question. When responding, use the terms and acronyms used in this document, and define any terms or conditions that require further clarification.

**1.2.1 “Bid Response”** means the bid document submitted by the bidder in response to the RFB.

**1.2.2 “Contract” or “Resulting Contract”** means the contract(s) entered into with the successful Bidder(s) as described in section 4.

**1.2.3 “Bidder”** means individual, company or entity submitting a response in response to the RFB.

**1.2.4 “Iowa DOT”** means the Iowa Department of Transportation.

**1.2.5 “Participating Agency” or “Participating Agencies”** means the all state boards, and commissions, and any political subdivisions as identified on the RFB cover sheet as Participating Agencies and any other agency that decides to utilize the executed contract.

**1.2.6 “Procurement Timetable”** (*on the page immediately following the RFB cover*) provide timeline, event and date information.

**1.2.7 “Purchase Order”** means the documentation issued by the State to the Contractor for a purchase of goods and/or services in accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the supplier should submit the invoices, and any other requirements deemed necessary by the State. Any preprinted contract terms and conditions included on Bidder’s forms or invoices shall be null and void.

**1.2.8 “Responsible Bidder”** means a bidder that has the capability in all respects to perform the requirements of the solicitation specifications. In determining whether a Bidder is a responsible, responsive Bidder, the Iowa DOT may consider various

factors including, but not limited to, the Bidder's competence and qualifications to provide the goods or services requested, the Bidder's integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services offered by the Bidder, the proposed terms of delivery, and the best interest of the Iowa DOT and Participating Agencies.

**1.2.9 "RFB"** means Request for Bid and any attachments, exhibits, schedules or addenda hereto. A written response by a Bidder shall be considered a bid and referred to as a Bid Response.

**1.2.10 "State"** means the Iowa DOT, State of Iowa, and Participating Agencies identified on the title page and all state agencies, boards, and commissions, and any political subdivisions making purchases off of the resulting Contract as permitted by this RFB.

**1.2.11 "Subcontractor"** Includes every person furnishing material, equipment or performing labor as a sublet of any part of contract.

### 1.3 General

#### 1.3.1 Owner:

The Owner of these projects is the Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa 50010.

#### Project Locations:

Delivery addresses:

1. Two units shipped to:

Iowa Department of Transportation  
800 Lincoln Way  
Ames, IA 50010

2. Iowa Department of Transportation  
District 2 Materials Office 1 unit  
428 43rd St. SW  
Mason City, IA 50401

3. Iowa Department of Transportation  
District 3 Materials Office 1 unit  
4621 U.S. 75 N.  
Sioux City, IA 51108

4. Iowa Department of Transportation  
District 4 Materials Laboratory 1 unit  
2310 E. Seventh St.  
Atlantic, IA 50022

5. Iowa Department of Transportation  
District 5 Materials Office 1 unit  
307 W. Briggs  
Fairfield, IA 52556

6. Iowa Department of Transportation  
District 6 Materials Office 1 unit  
5455 Kirkwood Blvd. S.W.  
Cedar Rapids, IA 52404

## **1.4 Bidding Documents**

### **1.4.1 Addenda**

- Addenda, if issued, will be posted to the Iowa DOT's website. All addendums must be acknowledged by bidders and included in the Bid Response.
- All addenda so issued shall become part of the contract documents.

### **1.4.2 Withdrawal Period**

Prime Contractors, subcontractors and material suppliers on these projects agree to guarantee their proposal costs and work to be performed for a period of thirty (30) days after the date of receipt of bids.

## 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.*

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 solicitation will be posted on the Iowa DOT's website at [www.iowadot.gov/purchasing/lettingschedule](http://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 Procurement Timetable

The dates listed in the Procurement Timetable (on the page immediately following the RFB cover) are set forth for informational and planning purposes; however, the Iowa DOT reserves the right to change the dates. If a change is made to any of the deadlines for Contractor submission, the Iowa DOT will issue an addendum to the RFB. All times listed are Central Times.

## 2.5 Questions, Requests for Clarification, and Suggested Changes

Contractors are invited to submit written questions and requests for clarifications regarding the RFB during the time indicated in the Procurement Timetable. Contractors may also submit suggestions for changes to the requirements of this RFB. The questions, requests for clarifications or suggestions must be in writing and received by the Issuing Agent on or before the deadline stated in the Procurement Timetable. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFB must be referenced.

Written responses to questions, requests for clarifications or suggestions will be posted on or before the deadline stated in the Procurement Timetable and posted on the Iowa DOT's website (see Section 2.3) If the Iowa DOT decides to adopt a suggestion, the Iowa DOT will issue an addendum to the RFB.

The Iowa DOT assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFB.

Each bidder must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful bidder of their obligation to furnish all services required to carry out the provisions of his 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.

If a bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the bidder should immediately notify the Issuing Agent in writing of such error and request modification or clarification of the RFB document.

## 2.6 Revisions to Contractor Bid Response

Contractors who submit Bid Responses in advance of the bid opening date may withdraw, modify, and resubmit their Response at any time prior to the bid opening date and time. Contractors must notify the Issuing Agent in writing if they wish to withdraw their Bid Response. A Contractor shall not withdraw its Bid Response or its prices prior to the end of the one hundred and eighty (180) day period immediately following the notice of intent to award a contract.

## 2.7 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 stated in the Procurement Timetable. **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 not 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.

## **2.8 Bid Opening Date**

The Iowa DOT will open Bid Responses on the date and time stated in the Procurement Timetable. Bid Responses will remain confidential until a bid tabulation has been posted on the Iowa DOT's website for all bidders to view the results in the form of "Intent to Award" See Iowa Code Section 72.3.

The names of the Contractors who submit compliant Bid Responses within the time frame permitted will be available for public review after the contract has been awarded.

## **2.9 Costs of Preparing the Bid Response**

The costs of preparation and delivery of a Bid Response are solely the responsibility of the Contractor.

No payments shall be made by the State to cover costs incurred by any Contractor in the preparation of or the submission of this RFB or any other associated costs.

## **2.10 Reasonable Accommodations**

Upon request, the Iowa DOT will provide reasonable accommodations, including the provision of informational material in an alternative format, for individuals with disabilities. If accommodations are required at time of a bid opening, contact the Issuing Agent designated on the cover page.

## **2.11 Rejection of Bid Responses**

The Iowa DOT reserves the right to reject any or all Bid Responses, in whole or in part, received in response to this RFB at any time prior to the execution of a written contract. Issuance of this RFB in no way constitutes a commitment by the Iowa DOT to award a contract. This RFB is designed to provide Contractors with the information necessary to prepare a competitive Bid Response. This RFB process is for the Iowa DOT benefit and is intended to provide the Iowa DOT with competitive information to assist in the selection of a Contractor to provide services.

It is not intended to be comprehensive and each Contractor is responsible for determining all factors necessary for submission of a comprehensive Bid Response. The Iowa DOT reserves the right to negotiate the terms of the contract, including the award amount, with the awarded Contractor prior to entering into a contract. If contract negotiations cannot be concluded successfully, the Iowa DOT reserves the right to negotiate a contract with the next lowest Bidder.

## **2.12 Disqualification**

The Iowa DOT may reject outright and not evaluate proposals for any one of the following reasons:

**2.12.1** The Contractor states that a requirement of the RFB cannot be met.

**2.12.2** The Contractor's Bid Response materially changes a requirement of the RFB, or the Bid Response is not compliant with the requirements of the RFB.

**2.12.3** The Contractor's response limits the rights of the Iowa DOT.

**2.12.4** The Contractor fails to include a Bid Bond *if required*.

**2.12.5** The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee (*if required*).

**2.12.6** The Contractor presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of this RFB.

**2.12.7** The Contractor initiates unauthorized contact regarding the RFB with state employees.

**2.12.8** The Contractor provides misleading or inaccurate responses.

**2.12.9** The Contractor fails to attend the mandatory Contractors Conference or Pre-Bid meeting.

**2.12.10** The Contractor's Bid Response is materially unbalanced.

**2.12.11** There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Iowa DOT from other sources) to satisfy the Iowa DOT that the Contractor is a "Responsible Contractor".

**2.12.12** The Contractor alters the solicitation language in any way.

### **2.13 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.

### **2.14 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.

### **2.15 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.

### **2.16 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.

### **2.17 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 solicitation 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.

#### **2.18 Disposition of Bid Responses**

At the conclusion of the selection process, the contents of all Bid Responses will be in the public domain and be open to inspection by interested parties except for information for which Contractor properly requests confidential treatment or is subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

#### **2.19 Public Records and Requests for Confidential Treatment**

The Iowa DOT may treat all information submitted by a Contractor as public information following the conclusion of the Intent to Award. Iowa DOT release of information is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with chapter 22 before submitting a Bid Response. The Iowa DOT will copy and produce public records as required to comply with the public records laws.

#### **2.20 Release of Claims**

By submitting a Bid Response, the Contractor agrees that it will not bring any claim or cause of action against the Iowa DOT based on any misunderstanding concerning the information provided herein or concerning the Iowa DOT failure, negligent or otherwise, to provide the Contractor with pertinent information as intended by this RFB.

#### **2.21 Award Notice and Acceptance Period**

Notice of intent to award will be posted on the Iowa DOT's website at [www.iowadot.gov/purchasing/bidaward](http://www.iowadot.gov/purchasing/bidaward). Final negotiation and execution of the contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by the Iowa DOT.

If the successful Contractor fails to negotiate and deliver an executed contract by that date, the Iowa DOT in its sole discretion may cancel the award and redirect the contract to the next lowest bidder meeting the specifications.

#### **2.22 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.

#### **2.23 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.*

## **2.24 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.

## **2.25 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.

## **2.26 News Releases**

No news releases or other materials pertaining to this procurement, or any part of this proposal, will be made available to the media or the public, the Contractor's clients or potential clients without the prior written approval of the Iowa DOT.

## **2.27 Pre-Bid Conference **Not Applicable to this Bid****

If the Procurement Timetable indicates a Contractor's Pre-Bid Conference will be held in conjunction with this RFB, it will be held at the date, time, and location listed on the Procurement Timetable immediately following the cover page. The purpose of the Pre-Bid conference is to discuss with prospective Contractors the work to be performed and allow prospective Contractors an opportunity to ask questions regarding the RFB.

## **2.28 Contractors Responsibilities**

### **2.28.1 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.

### **2.28.2 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.

## 2.29 Consideration of Bids

### 2.29.1 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.

### 2.29.2 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.

## 2.30 Bonds

**Bid Bond (if required) Not Applicable to this Bid**

*The Solicitation Response page will indicate the fixed percent of the bid security required based on the amount of the Bidder's bid. See also Standard Terms and Conditions Section A-3.*

**Performance and Payment Bond Not Applicable to this Bid**

If the contracted estimated value is \$25,000 or more, the successful Bidder shall furnish a performance bond 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.

A Resident Commission Agent or attorney-in-fact must file a copy of the power of attorney.

**Power of Attorney**

Attorney-in-fact who signs the Bid Bond and/or Performance Bond must file with each bond a certified and effectively dated copy of the Power of Attorney.

## 2.31 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 2015. This pertains to contractor's who engage in the business of construction.

## Section 3 General Requirements

### 3.1 Scope of Work

New, unused gyratory compactors installed, calibrated with training provided.

### GYRATORY COMPACTOR

**Meets AASHTO T-312 and ASTM D6925 Requirements and the following:**

- Be new and not reconditioned
  - Electrohydraulic or electromechanical
  - 115 VAC, 60 Hz, less than 20 Amps.
  - Consolidation pressure up to 200 to 999 kPa.
  - Adjustable gyration angle 0.2 to 1.5 deg internal or external, programmable
  - Number of gyrations adjustable 1 to 999
  - Overall equipment height less than 80"
  - Front loading with load staging platform height 34" +/- 2" from the floor
  - Guards to prevent access to the moving parts during the gyration operation
  - Extractor integral to the unit and at the same level as the staging platform so no lifting is required
  - Ability to gyrate to a specific height or gyrate to a set number of gyrations
  - Ability to compact wet mixes without fouling or damaging the compactor
  - Internal data storage of at least 10 tests
  - Data output: USB and/or RS-232 ports to output data to a computer or printer. Data to include height of specimen after each gyration to the nearest 0.1mm, gyration angle to the nearest 0.01 deg or 0.2 mrad, and consolidation load to the nearest 1 kPa.
  - Printer and cable
  - Have on-site field service capabilities for all six Iowa DOT locations
  - Have a US service center location with 8 A.M. to 4 P.M. Monday-Friday hours for calls for technical questions and issues
  - Minimum 1 year warranty on parts and labor
  - Manual either electronic or print
1. Bid price shall include three 150mm molds for each unit meeting AASHTO T312.
  2. Bid price shall include calibration equipment if the agency's Troxler load cell and Troxler Dav II aren't usable on the units bid.
  3. Bid price shall include at a minimum one-year warranty on parts, labor and installation, delivery, installation, set-up, training, shipping, and calibration so that the equipment is fully operational. Delivery shall be FOB destination.
  4. Vendor shall provide with the bid response: full descriptive literature (product specification sheet), nearest Service Center Location, and warranty information on product offered.
  5. **WARRANTY:**  
Bid price shall include at a minimum one-year warranty on parts, labor and installation, the design, material and workmanship of the unit bid. Vendors shall include, as part of the bid, any additional factory and/or manufacturer's warranty. This warranty must be honored by all authorized factory and/or manufacturer's dealerships. Awarded vendor shall provide technical support and reasonable equipment modifications for a minimum period of ninety calendar days. A copy of the warranty shall accompany the bid. The warranty shall begin upon equipment successful installation, calibration and equipment acceptance.
  6. **TRAINING:**  
The services of a certified technician, thoroughly trained in the use, operation and servicing of the unit, shall be furnished for a period of one working day at each of the six addresses listed below. The technician shall instruct up to six Iowa DOT personnel at each location in the proper use, safety, operation and preventive maintenance of the unit and document the requirements to test the unit for satisfactory performance. This instruction shall be performed on a date to be agreed upon by the Department representative.

7. **PRE-DELIVERY SERVICE:** The unit shall be delivered complete and properly serviced, free of defect, and all mechanical adjustments made prior to delivery. Vendor shall provide the Department a minimum of three business days' advance notification prior to delivery of equipment.
8. **CALIBRATION:**  
The Vendor shall perform a calibration of the unit after it has been placed in its final location at each site. Instructions shall be provided to Iowa DOT personnel on all necessary calibration procedures. Unless otherwise specified in the solicitation, the vendor shall be responsible for the performance, inspection and test requirements necessary to ensure proper operation.

## Section 4 Contract Terms & Conditions

### 4.1 Contract Award

It is the intent of the Iowa DOT to award all items to the responsible contractor whose submitted quotation is the most advantageous to the Iowa DOT, cost and other factors considered. Other factors include, but are not limited to: meeting or exceeding mandatory requirements, cost/usage and proposed staffing for training.

The Iowa DOT reserves the right to either award a contract(s) or Purchase order without further negotiation with the successful Contractor or to negotiate contract terms with the successful Contractor if the best interests of the State would be served.

### 4.2 Contract Period

The term of the Contract will begin and end on the dates indicated in the RFP Procurement Timetable, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Iowa DOT shall have the sole option to renew the Contract for up to the number of annual renewals specified on the Procurement Timetable.

### 4.3 Scope of Work (Services)

The services to be performed pursuant to and as a result of this contract by the contractor are described in Project Specifications, Section 3.

### 4.4 Contractor's Insurance Requirements

The resulting Contract will require the successful Contractor to maintain insurance coverage(s) of the type and in the amounts set forth below.

- 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 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:
  - *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 following 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

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



## Bidders Request for Alternatives or Exceptions (BRAE)

Letting Date: August 3, 2016

Proposal No.: 16955

BRAE form due on or before: 1:00 PM July 21, 2016

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:

Submitted By \_\_\_\_\_

Iowa Department of Transportation  
Purchasing Section  
Attention: Jean Gustafson

Company \_\_\_\_\_

Email: [jean.gustafson@dot.iowa.gov](mailto:jean.gustafson@dot.iowa.gov)

Address \_\_\_\_\_

City State Zip  
Phone No. \_\_\_\_\_

Fax No.: 515-239-1538

Fax No. \_\_\_\_\_

=====  
DOT USE ONLY

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Reason \_\_\_\_\_

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

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

Responder \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## ***SEALED SOLICITATION***

PROPOSAL NO: 16955

DESCRIPTION: Gyratory Compactors

RESPONSE DUE DATE: August 3, 2016

**Iowa Department of Transportation  
PURCHASING – SEALED SOLICITATION  
800 Lincoln Way  
Ames, Iowa 50010**