Request for Bid

Pipe & Tank Relocation and OH Door Panel Replacements at Independence Garage

Issued by:

IOWA DEPARTMENT OF TRANSPORTATION
Purchasing Section
Proposal No. **17286**

Letting Date: 09/14/16

Must be submitted no later than 1:00 PM Central Time
Bid Responses received after this date will be rejected

For information about this notice, and during this procurement, interested persons shall contact only:

Rhonda Ruark, PA3
800 Lincoln Way
Ames, Iowa 50010
Phone: 515-239- 1285
E-Mail: rhonda.ruark@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	08/24/16
Number of Copies of Bid Responses Required		1
Bidders Conference (Pre-Bid/Site-Visit) ☐ *Box will be checked when attendance is mandatory* **Location: Independence Garage** **2001 240th Street, Independence IA 556604**	2.28	Wednesday, September 7, 9:00AM
DOT Response from Bidder's Conference Questions	2.28	
Bidder Questions, Requests for Clarification, & Changes (*no later than*)	2.2/2.5	09/07/16
DOT Response to Questions Issued (*no later than*)	2.2/2.5	09/12/16
Bid Opening/Proposal Due	2.8/2.9	09/14/16
Presentations & Demonstrations "Short list" (*by invitation only*)	2.22/ 5.3	N/A
Announce Successful Bidder Intent to Award* *see note below*	4.1	
Completion of Contract Negotiations & Execution of the Contract	4.3	
Contract Begin Date	See schedule of prices	October 1, 2016
Contract End Date	See schedule of prices	November 4, 2016

*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" the contract.

Solicitation Response

	Response Due Date	Time	Location
	9/14/2016	1:00 PM	800 Lincoln Way, Ames, IA

Proposal Number	Description
17286	Pipe and Tank Relocation and OH Door Panel Replacements at Independence Garage

Contract Begin Date	Contract Completion Date	Bid Bond	Performance Bond (Y/N)	Liquidated Damages
9/30/2016	11/4/2016	NA	N	$0.00

Purchasing Agent Assigned	E-Mail Address	Phone	Fax
Rhonda Ruark	rhonda.ruark@dot.iowa.gov	515-239-1285	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.	Responder is an Iowa Targeted Small Business?
☐ YES ☐ NO	☐ YES ☐ NO

GENERAL INFORMATION

The bid package labeled "Vendor Copy" is retained by the bidder and includes a copy of the proposal, schedule of prices, Terms and Conditions, specifications, and other information you may need to prepare your bid. The copy labeled "Dot Copy" must be typed or completed in ink, signed, and returned prior to the bid opening date and time. Proposals must be submitted on the form supplied by the department.

Bids must be typed or completed in ink on the forms supplied by the department. You must sign your bid and seal it in the envelope provided. Bids must be received prior to the bid opening date and time. The bidder may personally deliver, mail, or select a carrier that ensures timely delivery. **Faxed bids will not be accepted.**

If required, each bid must be accompanied by a proposal guaranty in an accepted form, in the sum indicated above. Refer to the Standard Terms and Conditions for the accepted forms in which the proposal guaranty requirement may be fulfilled. Bids lacking a required proposal guaranty will not be considered for award. If the contractor fails to enter into a formal contract within fifteen (15) days after award is made, the proposal guaranty may be retained by the State.

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.

We promise to enter into a contract within fifteen (15) days after award or forfeit the proposal guaranty furnished herewith.

We promise to furnish all materials, equipment and/or services specified, in the manner and the time prescribed, at prices hereinafter set out.

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 bid; that this bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; and that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor.

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.

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 bid 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.

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 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	17286
Date Required	09/14/2016 1:00 PM

Title: Pipe and Tank Relocation and OH Door Panel Replacements at Independence Garage

Vendor

Delivery Location

PA Name: Rhonda J Ruark

Shipping Terms: FOB Job Site

Phone: 515-239-1285

E-Mail: rhonda.ruark@dot.iowa.gov

Description

Contractor's Registration Number _____

Product Availability Days: _____

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	1	JOB	All labor, materials and equipment necessary to relocate drain pipe & tank as detailed in the scope of work. Delivery Location: INDEPENDENCE, IA 50644			
Comments:						
2	1	JOB	All labor, equipment and materials necessary to install insulated panels on 13 truck bay doors as detailed in scope of work. The Iowa DOT will schedule the removal of asbestos headers above at the overhead doors prior to the installation of new panels. Delivery Location: INDEPENDENCE, IA 50644			
Comments:						

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

Signature: _____ Date: _____

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Mailing Label

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. 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.

Overview

The project consists of all equipment, materials and labor necessary for the relocation of pipe and the tank location for the brine building, and to provide and install 13 overhead doors and at the Independence DOT garage facility.

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 Bid Proposal 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

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

Project Location:
Iowa DOT Independence Maintenance Garage
2001 240th Street
Independence Iowa, 50644

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 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 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 Proposals in advance of the bid opening date may withdraw, modify, and resubmit Bid Proposals at any time until 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 Response Opening

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 shall 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*, also or bid security, *if required*. See Bid Response cover page and **Section 2.31.**

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 Bid Proposal 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 Criminal History and Background Investigation (*not applicable to this bid)*

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.

2.18 Bid Response Clarification Process

The Iowa DOT reserves the right to contact a Contractor after the submission of their 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.

2.19 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.

2.20 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.

2.21 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.

2.22 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. 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.

2.23 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.

2.24 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.

2.25 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.

2.26 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.

2.27 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.

2.28 Pre-Bid Conference

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. If Attendance at the Contractor's Pre-Bid Conference is a mandatory requirement to submit a Bid Response, it will be indicated on the Procurement Timetable. 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. Verbal discussions at the Pre-Bid conference shall not be considered part of the RFB unless confirmed in writing by the Iowa DOT and incorporated into this RFB. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred.

A copy of the questions and answers will be posted on the DOT website for viewing.

In an effort to seek competitive bids the DOT reserves the right to schedule a second pre-bid meeting in the event only one or no vendors are in attendance at a scheduled mandatory pre-bid. The Potential bidder in attendance at the scheduled pre-bid will not be required, but is welcome to attend the second pre-bid if they choose.

2.29 Contractors Responsibilities

2.29.1 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.

2.29.2 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.

2.30 Consideration of Bids

2.30.1 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.

2.30.2 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.

2.31 Bonds

2.31.1 Bid Bond *(not required on this bid opportunity)*

The Solicitation Response page will indicate the <u>fixed percent of the bid security required based on the amount of the Bidder's bid.</u>

See also Standard Terms and Conditions Section A-3.

It is the responsibility of the Contractor to notify the surety company of the required amount of the bond. The surety is based on the percentage of the contractors total bid response.

Bid Bond's must be submitted on **Iowa DOT Form No. 131084 (Appendix B) or the bid will be rejected.**

The Bid Bond from the qualified responsive Bidder will be retained until an executed contract is in place and the required bonds and insurance certificates are in the possession of the Iowa DOT after which the bid security will promptly be returned.

2.31.2 Performance and Payment Bond

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.

2.31.3 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.

2.32 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 (phone 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

Successful Bidder shall be required to provide all materials, labor, and equipment necessary for the construction of work as identified on schematics.

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 Safety Data Sheets (SDS) for all products provided at time the apparent low bidder has been determined. SDS 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.

- 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 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 Shop Drawings and Samples

Shop drawings, specification data, and samples shall be submitted to the Iowa DOT for approval and/or selection prior to the placing of orders for any equipment and materials.

3.3.5 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.

3.3.6 Cutting and Patching

Similarly, each Contractor shall perform all necessary patching that result from cutting of holes. The Prime Contractor shall resolve any conflict between trades, and it will be the Contractor's responsibility to see all patches are made. Any and all through-wall penetration requiring structural modifications and or structural members shall be provided by the Prime Contractor.

3.3.7 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.

3.3.8 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 48 hours in advance of installation.

3.3.9 Contractors Construction Schedule

The Successful Bidder will, at the pre-construction meeting, submit a detailed construction schedule including dates of commencement and completion on each phase of the proposed construction. Upon acceptance of the schedule, the Contractor will be expected to adhere to these dates as proposed.

3.3.10 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.

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.

3.7.1 Pre- bid / Site Visit Put an X in the applicable box.

[X] Non- Required Pre- bid meeting with site visit. This is not a mandatory meeting but is highly recommended that prospective bidders attend the following scheduled meeting where DOT staff will be available to address any questions or concerns regarding the project.

Pre-bid Date: Time: Location:
Wednesday September 7, 2016 9:00A.M. Independence Garage

All interested bidders planning to attend the pre-bid/site-visit on Wed, September 7, 2016 are asked to contact Rhonda Ruark at rhonda.ruark@dot.iowa.gov or phone 515-329-1285 by end of day Tuesday, September 6, 2016 to avoid DOT staff traveling if no Contractors plan to attend the recommended.

- 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 or pre- bid meeting.

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

It is the intent of the Iowa DOT to award the contract to the responsible bidder 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, proposed staffing, and meeting required time schedule.

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 completed on the or before the dates listed on the Procurement Timetable.
For each calendar day that any work shall remain uncompleted beyond the <u>substantial completion date</u> and beyond the <u>final completion date</u> 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.

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 by means of state warrants to the extent of ninety-five percent (95%) 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.

4.5.2 At the Pre-Construction 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 (30) 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 shall the entire use or occupancy of the work by the Iowa DOT 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 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, including a subcontractor, persons employed by a subcontractor or by an independent contractor to have in full force and effect liability insurance covering the entire project operations incident to contract completion. The Contractor(s) must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract.

- 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 at Contractor(s) expense. The minimum coverage by such insurance shall be as follows:

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Products – Comp/Op Aggregate Personal injury Each Occurrence	$750,000 $750,000 $750,000 $750,000
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	$750,000
Excess Liability, Umbrella Form	Each Occurrence Aggregate	$750,000 $750,000
Errors and Omissions Insurance	Each Occurrence	$750,000
Property Damage	Each Occurrence Aggregate	$250,000 $750,000
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

- For independent contractors engaged solely in the transportation of materials, the minimum insurance coverage provided shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein.

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.

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.

SCOPE OF WORK:

1. DISCONNECT PUMPS, PIPING AND RAIL SYSTEM.

2. DISCONNECT ELECTRICAL FROM THE PUMPS IN THE TANK AND BREAKER/ALARM BOX.

3. CUT AND REMOVE CONCRETE OVER FIBERGLASS TANK AND 4' TRENCH AREA TO THE WEST, DEBRIS TO BE PILED ON SITE.

4. CUT TOP OFF EXISTING FIBERGLASS TANK AND FILL WITH COMPACTED ROCK.

5. INSTALL A NEW 5' DIAMETER CONCRETE PIT AT THE SOUTHWEST CORNER AREA OF THE EXISTING SHOP APPROXIMATELY 10' DEEP WITH A RISER, MANHOLE AND LADDER.

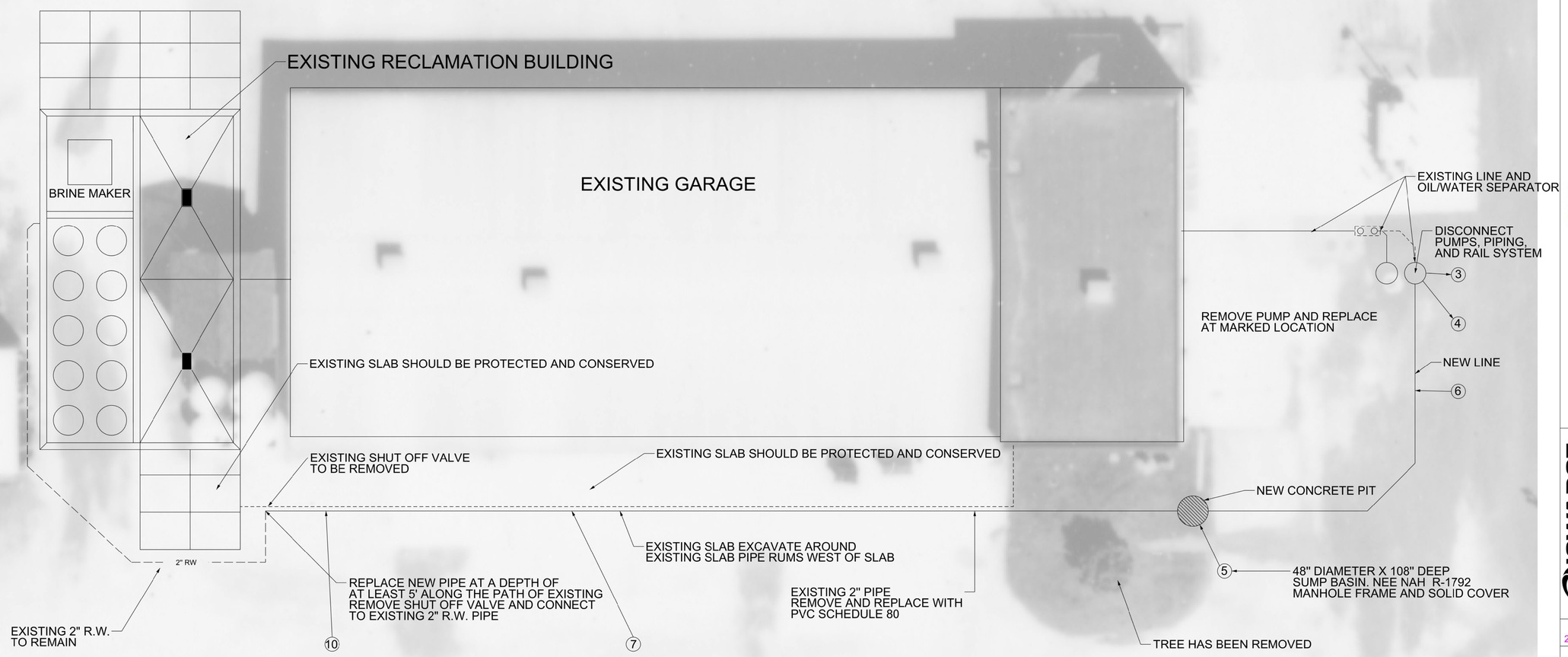
6. DIG AND PLACE A 4" POSITIVE DRAINAGE LINE FROM EXISTING INTERCEPTOR TANK TO NEW CONCRETE PIT.

7. INSTALL NEW 2" SCHEDULE 40 PVC POSITIVE PRESSURE PUMP PIPING 5' BELOW GRADE ALONG THE WEST SIDE OF THE EXISTING CONCRETE DOOR APPROACH SLAB FROM NEW CONCRETE PIT TO THE EXISTING SHUT OFF LOCATED NEAR THE NORTHWEST CORNER OF THE EXISTING SHOP, CONNECT NEW 2" PVC INTO EXISTING PIPING AND DELETE SHUT OFF.

8. REINSTALL PUMPS AND FLOATS ON RAIL SYSTEM, SET PUMP AND FLOATS AT ELEVATION TO ALLOW MAXIMUM PIT CAPACITY.

9. TRENCH NEW CONDUIT AND WIRING FROM BREAKER/ALARM BOX TO PUMPS. DRILL AND PIN REROD TO REMAINING CONCRETE DRIVE AND SET AREA TOGRADE PLACE 1/2" REROD GRID 4" O. C. AND POUR 4000LB MIX CONCRETE WITH BROOM FINISH AT REMOVED AREA.

10. PLACE 60 TONS OF 3/4" ROAD ROCK OVER DRIVEWAY EXCAVATION.



NORTH

TANK RELOCATION AND PIPE RELOCATION

DISTRICT: 06

COUNTY: BUCHANAN

PROJECT NUMBER: BG-2N21(008)--80-10

INDEPENDENCE, IA

BRINE BUILDING PIPE REPLACEMENT

PIPE REPLACEMENT PLAN

IOWADOT
SMARTER | SIMPLER | CUSTOMER DRIVEN
OFFICE OF SUPPORT SERVICES
800 LINCOLN WAY
AMES, IOWA 50010 (515)239-1299

DATE: 20 JULY 2016

DRAWN BY: DESIGN TEAM

APPROVED: J BURNES

REVISIONS:

SHEET 1 OF 1

A-1

CONTRACTOR TO PROVIDE ALL EQUIPMENT, MATERIALS AND LABOR NECESSARY FOR THE NEW INSTALLATION OF INSULATED PANELS, INCLUDING THE FLANGES/FLASHINGS AS NECESSARY.

CONTARCTOR TO SEAL AS NECESSARY WITH APPROVED CAULKING MATERIAL AS PER MANUFACTURE RECOMMENDATION.

PANELS 24" X 130'= 9 OH DOORS ON THE EAST ELEVATION AND 24" X 56' = 4 OH DOOR ON THE WEST ELEVATION. CONTRACTOR TO VERIFY DIMENSIONS PRIOR INSTALLATION.

CONTRACTOR TO COORDINATE THE INSTALLATION OF THE NEW PANELS WITH THE CONTRACTOR WHO IS REMOVING PANELS.

EXISTING PANELS CONTAINING ASBESTOS TO BE REMOVED BY OTHERS

CONTRACTOR TO INSTALL NEW 3-3/4" INSULATED PANELS (WHITE) WITH ALUMINUM FACE EQUAL TO THERMOCORE. METL-SPAN,SIPA, OR SIMILAR. INSTALLATION SHALL BE FLUSH W/MASONRY

JCB

Bidder _____

_____

_____

_____

SEALED BID

LETTING DATE: September 14, 2016
PROPOSAL NO: 17286
PROPOSAL DESCRIPTION: Pipe and Tank Relocation and OH Door Panel Replacements at Independence Garage

Iowa Department of Transportation
PURCHASING - SEALED BID PROPOSAL
800 Lincoln Way
Ames, IA 50010