

Event Summary - Wall, Floor, and Ceiling Repair or Replacement

Vendor:	Bergstrom Construction Inc.	Type	Request for Bids
Number	005-RFB-0452-2023	Stage Title	-
Organization	DASlowa	Currency	US Dollar
Exported on	5/5/2023	Exported by	Sara Grier
Payment Terms	-	Sealed Bid	Yes
Intend to Bid	Yes	Bid Total	232.55 USD

Event Dates

Time Zone	CDT/CST - Central Standard Time (US/Central)
Released	-
Open	4/28/2023 2:00 PM CDT
Close	5/5/2023 2:00 PM CDT
Submission Date	5/2/2023 5:52 AM CDT
Sealed Bid	5/5/2023 2:00 PM
Question Submission Close	5/1/2023 2:00 PM CDT

Event Users

Contacts

Sara Grier

sara.grier@iowa.gov

Phone +1 515-823-9083

Description

Purpose

The purpose of this Request for Bids (RFB) is to solicit bids from qualified providers to provide the goods and/or services described further in this RFB to the Lead Agency and any Participating Agencies. The Lead Agency intends to award a contract(s) beginning and ending on the dates listed in the solicitation, and the Lead Agency may extend the contract(s) for up to the number of annual extensions identified in the solicitation at the sole discretion of the Lead Agency. Any contract(s) resulting from the RFB shall not be an exclusive contract.

This RFB is designed to provide Bidders with the information necessary for the preparation of competitive Bids. The RFB process is for the Lead Agency's and Participating Agencies' benefit and is intended to provide the Lead Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining all factors necessary for the submission of a comprehensive Bid.

Contract Term

The contract shall have an initial term of one (1) year, beginning on the date of the contract execution (the "Effective Date). The Agency shall have the sole option to renew the contract upon the same or more favorable terms and conditions for up to two (2) 1-year extensions. The resulting contract will be available to all State Agencies.

***Note: Contracts may be awarded to multiple vendors.**

It is advised to "Save Progress" often and especially after uploading documents.

NOTE: Anytime the Bidder opens their bid after the initial submission, they MUST certify and resubmit. No information will be lost from the initial submission.

NOTE: Bidder must approve and resubmit their bid after an amendment has been posted by the Issuing Officer. If the bid was submitted before the amendment, all information will be saved. The Bidder only needs to read and acknowledge the amendment.

Instructions for Amendments: Answer the newly posted question in the Questions Section, and CERTIFY and SUBMIT your bid again (if previously submitted).

Stage Description

No description available.

Prerequisites

★ Required to Enter Bid

F ★ **Instructions To Vendor :**

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Á **Certification**

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Á **Vendor Must Also Upload a File:**

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Á **Prerequisite Content:**

Bidder certifies that the contents of this Bid submitted are true and accurate. Bidder also certifies that Bidder has not knowingly made any false statements in its Bid.

Certification of Independence

I certify that I am a representative of Bidder expressly authorized to make the following certifications on behalf of Bidder. By submitting a Bid in response to the RFB, I certify on behalf of the Bidder the following:

1. The Bid has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Bid has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Bidder and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

I certify that, to the best of my knowledge, neither Bidder nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a five year period preceding this Bid been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Bid had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2013)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Bidders to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Bid in response to the (RFB), the Bidder certifies the following:

- Bidder is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; **OR**
- Bidder is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in *Iowa Code subsections 423.1(47) and (48)*.

Bidder also acknowledges that the Agency may declare the Bidder's Bid or resulting contract void if the above certification is false. The Bidder also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

2 ★ **Instructions To Vendor :**

Bidder shall read and authorize to release information for their Bid.

Certification

Bidder certifies that they have read and agree to the Authorization to Release Information.



Vendor Must Also Upload a File:

No

Prerequisite Content:

Bidder hereby authorizes the Iowa Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Bidder in response to this Request for Bids (RFB).

The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk.

The Bidder hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Bidder in response to the RFB.

The Bidder authorizes representatives of the Agency to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Bid submitted in response to RFB.

The Bidder further authorizes any and all persons, and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Bidder's Bid. The Bidder hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Bidder that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency in the evaluation and selection of a successful Bidder in response to RFB.

Buyer Attachments

Exceptions Form RFB.docx

Exceptions Form RFB.docx

../Attachments/Exceptions Form
RFB.docx

Vendor Attachments

History of the company.pdf	History of the company.pdf	../../SupplierAttachments/SupplierAttachments/History of the company.pdf
Construction Projects in Process and completed recently.pdf	Construction Projects in Process and completed recently.pdf	../../SupplierAttachments/SupplierAttachments/Construction Projects in Process and completed recently.pdf
COIs ACORD Form 20230327-110250.pdf	COIs ACORD Form 20230327-110250.pdf	../../SupplierAttachments/SupplierAttachments/COIs ACORD Form 20230327-110250.pdf

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Group 1: Form of Bid

- 1.1 Enter the Bidder's contact name, telephone number, email address, and shipping address for questions regarding this solicitation. ★
Text (Multi-Line)
Tom Gorgas 515-202-6656 gorgas.tom@gmail.com Bergstrom Const. Inc 1719 Hull Ave. Des Moines, IA 50313
- 1.2 Enter the Bidder's State or Foreign Country of Residence. ★
Text (Single Line)
US Iowa
- 1.3 Bidder shall enter the Resident Preference given by the State or Foreign Country of the Bidder's residence. Enter the resident preference in the text box or indicate "no preference". ★
Text (Single Line)
NA
- 1.4 Enter the number of years the Bidder has been in business in the text box. ★
Numeric Text Box
55.00
- 1.5 Enter the number of years of experience the Bidder has with providing the types of goods and/or services sought by the solicitation. ★
Text (Single Line)
31
- 1.6 Describe the level of technical experience in providing the types of goods and/or services sought by the solicitation. Enter the information in the the text box or upload a document to the Vendor Attachments Section and enter "see attached" in the text box. ★
Text (Multi-Line)
Tom Gorgas will be the project manager for all projects. I graduated from ISU in 1992 and have been working in the office managing construction project ever since. This is a family business, I worked summers and school breaks in the field since 1985.
- 1.7 The Bidder shall provide references from three (3) previous customers or clients knowledgeable of the Bidder's performance in providing goods and/or services similar to the goods and/or services described in this solicitation. Enter a contact person, telephone number and email address for each reference. Fill out the text box. If the Bidder wants to upload reference letters to the Vendor Attachments Section, enter "see attached" in the text box. ★
Text (Multi-Line)
see attached
- 1.8 Bidder shall read, fill-out and upload the Terminations, Litigation and Debarment document. ★
File Upload
Terminations.pdf - ./SupplierAttachments/QuestionAttachments/Terminations.pdf
Terminations, Litigation and Debarment Document -
- 1.9 Is the Bidder requesting confidential treatment of specific information? ★
Yes/No
No

1.10	A Bidder requesting confidential treatment of specific information shall fully complete the form attached. In the Items Section, mark each good or service upon which the Bidder believes confidential information appears.	★
	File Upload	
	No response.	
	Form 22 - ../Attachments/QuestionAttachments/Form 22 -11.22.pdf	
1.11	The State of Iowa requires shipping to be FOB Destination, Freight Prepaid. Does the Bidder agree to the terms?	★
	Dropdown List (Pick One)	
	Bidder agrees Bidder does NOT accept the Terms Bidder agrees but will submit exceptions	
	Bidder agrees	
Group 2: Terms and Conditions		
2.1	Bidder shall read the RFB Definitions and enter a response.	★
	Dropdown List (Pick One)	
	Bidder agrees Bidder does NOT agree to the Definitions Bidder agrees but will submit exceptions	
	Bidder agrees	
	Definitions - ../Attachments/QuestionAttachments/Definitions 11.22.pdf	
2.2	Bidder shall read the Administrative Terms and enter a response.	★
	Dropdown List (Pick One)	
	Bidder agrees Bidder does NOT accept the Terms & Conditions Bidder agrees and will submit exceptions	
	Bidder agrees	
	Administrative Terms - ../Attachments/QuestionAttachments/Administrative Terms 11.22.pdf	
2.3	Bidder shall read the Contract Terms & Conditions and enter a response.	★
	Dropdown List (Pick One)	
	Bidder agrees Bidder does NOT accept the Terms & Conditions Bidder agrees and will submit exceptions	
	Bidder agrees	
	Contract Terms & Conditions - ../Attachments/QuestionAttachments/Contract Terms and Conditions	
2.4	Bidder shall read the Specification Terms and enter a response.	★
	Dropdown List (Pick One)	
	Bidder agrees Bidder agrees but will submit exceptions Bidder does NOT accept the Terms	
	Bidder agrees	
	Specifications - ../Attachments/QuestionAttachments/Specifications 11.22.pdf	
2.5	Bidder shall read the Terms and Conditions for SERVICES and enter a response.	★
	Dropdown List (Pick One)	
	Bidder agrees Bidder agrees but will submit exceptions Bidder does NOT accept the Terms	
	Bidder agrees	
	Terms and Conditions for SERVICES - ../Attachments/QuestionAttachments/SERVICES Terms and	
2.6	Bidder shall read the Insurance Requirements and enter a response.	★

Dropdown List (Pick One)

Bidder agrees
Bidder agrees but will submit exceptions
Bidder does NOT accept the Insurance requirements

Bidder agrees but will submit exceptions

Insurance Requirements - ../Attachments/QuestionAttachments/Insurance Requirements RFB.pdf

2.7

The Bidder hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for the performance of the resulting Contract. Bidder shall enter a response. ★

Dropdown List (Pick One)

Bidder agrees
The Bidder does NOT except the Terms
Bidder agrees but will submit exceptions

Bidder agrees

2.8

Public Entities (Political Subdivisions) - The resulting Contract will be made available to Political Entities, i.e. cities, counties, and schools. Bidder shall enter a response. ★

Dropdown List (Pick One)

Bidder agrees
Bidder does NOT accept the Terms & Conditions
Bidder agrees but will submit exceptions

Bidder agrees

2.9

Nonprofit Entities - The resulting Contract will be made available to nonprofit entities that qualify under I.R.S. § 501 (c) provisions. Bidder shall enter a response. ★

Dropdown List (Pick One)

Bidder agrees
Bidder does NOT accept the Terms & Conditions
Bidder agrees but will submit exceptions

Bidder agrees

2.10

Quarterly Sales Report - The Bidder shall provide a detailed quarterly report in Microsoft Excel on ALL sales made under the resulting Contract via e-mail to the Iowa Department of Administrative Services. Bidder shall enter a response. ★

Dropdown List (Pick One)

Bidder agrees
Bidder does NOT except the Terms
Bidder agrees but will submit exceptions

Bidder agrees

2.11

Administrative Fee - In addition to the approved discounts or prices specified in the solicitation herein, the Bidder shall pay to the Agency a 1.00% Administrative Fee on all sales made against the resulting Contract. The fee shall be paid quarterly to the Iowa Department of Administrative Services. Bidder shall enter a response. ★

Dropdown List (Pick One)

Bidder agrees
Bidder agrees but will submit exceptions
Bidder does NOT accept the Terms

Bidder does NOT accept the Terms

Group 3: Payment Terms

3.1

Payment Terms - Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Bidder. Does the Bidder agree to the terms? ★

Dropdown List (Pick One)

Bidder agrees
Bidder does NOT except the Terms
Bidder agrees but will submit exceptions

Bidder agrees

3.2 The resulting Contract will require the Bidder to provide for performance [e.g. retained funds, escrow, letter of credit, liquidated damage]. The Bidder will be required to provide a performance bond in the amount of \$_____. Agency shall retain ten percent (10%) of each payment due Bidder under the resulting Contract. Agency shall pay the retained amount only after all performance of the Work has been completed by Bidder and accepted by Agency. ★

Dropdown List (Pick One)

Bidder agrees
Bidder does NOT except the Terms
Bidder agrees but will submit exceptions

Bidder agrees

3.3 What discount will the Bidder give for payment in 15 days? Enter the discount in the text box. If none, enter zero. ★

Numeric Text Box

0.00

3.4 What discount will the Bidder give for payment in 30 days? Enter the discount in the text box. If none, enter zero. ★

Numeric Text Box

0.00

3.5 Terms of Pcard Acceptance - The State of Iowa prefers to pay Bidders using its Purchasing Card Program (Pcard) whenever possible. Bidders accepting Pcard payments shall comply with the Terms of Pcard Acceptance. ★

Dropdown List (Pick One)

Bidder agrees
Bidder does NOT Except the Terms
Bidder agrees but will submit exceptions

Bidder does NOT Except the Terms

P-Card Acceptance - ../..Attachments/QuestionAttachments/Terms of Pcard Acceptance 11.22.pdf

Group 4: Bid Specifications

4.1 Respondent shall be able to be able to demolish/remove, refurbish, replace and dispose of all types of commercial flooring including concrete. ★

Yes/No

Yes

4.2 Respondent shall be able to demolish/remove, construct, refurbish and replace all commercial wall types. ★

Yes/No

Yes

4.3 Respondent shall be able to install wall talkers or vinyl wall coverings. ★

Yes/No

Yes

4.4 Respondent shall be able to remove, supply, refurbish and replace doors, frames and door hardware. ★

Yes/No

Yes

4.5 Respondent shall be able to remove, supply, refurbish and replace all ceiling types including, acoustical, drywall, and plaster. ★

Yes/No

Yes

4.6 Respondent shall be responsible for all dust control, temporary protection, daily cleanup and final construction cleaning. ★

Yes/No

Yes

4.7 Respondent shall be responsible for providing all: Labor, tools, material and equipment to complete project. ★

Yes/No

Yes

