

ADDENDUM NUMBER 01

Date: August 30, 2019

Project Name: SHB–Skylight & Roof Replacement
Project Number: 17.107BB
Project Location: 600 E. Locust, St. Des Moines, IA

RFB #: 1820335002

From: Neumann Monson Inc.
418 6th Avenue, Suite 209
Des Moines, Iowa 50309
Phone: 319.338.7878

To: All Plan Holders

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated August 15, 2019 as noted below.

Acknowledge receipt of this Addendum by placing the number 01 in the appropriate blank provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

This Addendum consists of 4 pages and the following attachments:

Document	No. of Pages or sheet size
Pre-Bid Meeting Sign In Sheet	(1) 8-½ inches by 11 inches
00 1113 – RFB Notice to Bidders (Advertisements for Bids)	(1) 8-½ inches by 11 inches
00 2113 – Instructions to Bidders	(12) 8-½ inches by 11 inches

CHANGES TO PRIOR ADDENDA: None

CLARIFICATIONS:

1. The bid date for the project has been changed to Thursday, September 19, 2019 at 2:00 PM. The drop off and opening location remains the same.
2. The following additional Pre-bid Meetings are being held for all prospective bidders. All of the Pre-bid Meetings will be held at the State Historical Building. These meetings are not mandatory, but highly recommended.
 - a. BP 01 & 02 Pre-bid Meeting, Thursday, September 5, 2019, 1:00 PM
 - b. BP 03 & 04 Pre-bid Meeting, Friday, September 6, 2019, 10:00 AM
 - c. BP 05 & 06 Pre-bid Meeting, Friday, September 6, 2019, 1:00 PM

CHANGES TO PROCUREMENT AND CONTRACTING REQUIREMENTS:

ITEM X-1 SECTION 00 1113 – RFB Notice to Bidders

A. REPLACE

“Bids must be received no later than **2:00 pm, local time, Thursday, September 12, 2019.**”

WITH

“Bids must be received no later than **2:00 pm, local time, Thursday, September 19, 2019.**”

B. REPLACE

“An optional Pre-Bid meeting will be held on Wednesday, August 21, 2019 at 10:00 am at State Historical Building, 600 East Locust Street, Des Moines, Iowa 50319. This meeting is not mandatory but is highly recommended.”

WITH

“Optional Pre-Bid meetings will be held on the following dates and times at the State Historical Building, 3rd Floor (West) Classroom A/B, 600 East Locust Street, Des Moines, Iowa 50319. This meeting is not mandatory but is highly recommended.

- All Bid Packages - Wednesday, August 21, 2019 at 10:00 AM
- Bid Package 01 & 02 – Thursday, September 5, 2019 at 1:00 PM
- Bid Package 03 & 04 – Friday, September 6, 2019 at 10:00 AM
- Bid Package 05 & 06 – Friday, September 6, 2019 at 1:00 PM”

ITEM X-2 SECTION 00 2113 – INSTRUCTIONS TO BIDDERS

A. Part 3 – 3.06 – B – 1

REPLACE

“On or before 2:00 pm Central Time, Thursday, September 12th, 2019”

WITH

“On or before 2:00 pm Central Time, Thursday, September 19, 2019”

B. ADD Part 3 – 3.06 – C

“Modification to Bid Form (Section 00 4116.03) Modification of Bids (available upon request). Submitted Sealed Bids may be modified by mail or email notice received at the place designated in the Invitation to Bid, not later than the time set for the opening of bids. A modification shall not reveal the bid price, but shall provide the addition or subtraction or the modification so that the final prices or terms will not be known to the public corporation until the sealed bid is opened (see Section 00 4116.03 Modification To Bid Form). Bidder must still submit the original Sealed Bid Form (Section 00 4116) by the due date and time.

1. If a bidder wishes to use the Modification to Bid Form, they must email construction.procurement@iowa.gov to request the form on or before 2:00 pm Central Time, Tuesday, September 17, 2019 (48 hours prior to bid date).
2. An email modification must be submitted on Section 00 4116.03, Modification To Bid Form to the email address construction.procurement@iowa.gov. DAS will not accept any email modification received in its offices after the time set for the opening of bids.
3. A modification may not be withdrawn after the time set for the opening of bids. No bid made shall be changed or altered by telephone. No oral changes, alterations or conditions will be accepted under any circumstance."

C. Part 3 – 3.09 – A

REPLACE

"Optional Pre-Bid meeting will be held on Wednesday, August 21 st, at 10:00 am at the State Historical Building, Classroom A/B 3rd Floor West, at 600 East Locust Street, Des Moines, Iowa 50309. A building walkthrough will follow the meeting. This meeting is not mandatory but is highly recommended."

WITH

"Optional Pre-Bid meetings will be held on the following dates and times at the State Historical Building, 3rd Floor (West) Classroom A/B, 600 East Locust Street, Des Moines, Iowa 50319. This meeting is not mandatory but is highly recommended.

1. All Bid Packages - Wednesday, August 21, 2019 at 10:00 AM
2. Bid Package 01 & 02 – Thursday, September 5, 2019 at 1:00 PM
3. Bid Package 03 & 04 – Friday, September 6, 2019 at 10:00 AM
4. Bid Package 05 & 06 – Friday, September 6, 2019 at 1:00 PM"

D. Part 3 – 3.010 – A

REPLACE

"2:00 pm, Wednesday, Sept. 4th 2019"

WITH

"2:00 pm, Thursday, September 12, 2019"

E. Part 3 – 3.011 – A

REPLACE

"2:00 pm, Wednesday, Sept. 4th, 2019"

WITH

"2:00 pm, Thursday, September 12, 2019"

F. Part 3 – 3.012 – A

REPLACE

“Where the Bidding Documents stipulate a specific product be provided by naming one or more manufacturer and model and include a statement such as “or equal”, “equal to”, “equivalent to”, or “basis of design”, a substitute product will be considered when written request is received by 2:00 pm, Wednesday, Sept. 4th .”

WITH

“Where the Bidding Documents stipulate a specific product be provided by naming one or more manufacturer and model, a substitute product will be considered when a written request is received by 2:00 pm, Thursday, September 12, 2019. Substitution requests will be considered for all products, even if the specification does not include a statement such as “or equal,” “equal to,” “equivalent to,” or “basis of design,” unless otherwise noted.”

CHANGES TO TECHNICAL SPECIFICATIONS: None

CHANGES TO DRAWINGS: None

END OF ADDENDUM NO. 01

State Historical Building Phase 2 Pre Bid Meeting

Wednesday, August 21, 2019
10:00 AM

[illegible]

SECTION 00 1113

NOTICE TO BIDDERS

RFB #1820335002

The Iowa Department of Administrative Services – Central Procurement, Hoover State Office Building, Level 3, 1305 East Walnut Street, Des Moines, Iowa 50319 will be receiving bids for Skylight Replacement and Level 2 Paver Roof Replacement Work at State Historical Building, 600 East Locust Street, Des Moines, Iowa 50319.

The Iowa Department of Administrative Services anticipates construction to begin on October 28, 2019 and end on November 16, 2020.

Bids must be received no later than **2:00 pm, local time, Thursday, September 19, 2019**. Late bids will not be considered. Sealed bids are to be delivered to the Office of the Department of Administrative Services – Central Procurement, Hoover State Office Building, Level 3, 1305 East Walnut Street, Des Moines, Iowa, 50319. Bids shall be submitted on the Bid Form and shall be accompanied by a Bid Security as set forth in the Instructions to Bidders in the amount of 5% of the total bid amount. Each bid shall be accompanied by a bid bond, cashier's check or a certified check drawn upon a solvent bank chartered under the laws of the United States of America.

The Iowa Department of Administrative Services reserves the right to reject any and all bids, and to waive irregularities and to accept a bid that is deemed in the best interest of the State of Iowa.

Bidders must comply with all affirmative action/equal employment opportunity provisions of the State of Iowa and the Federal Government.

This project is exempt from Iowa Sales Tax. Davis Bacon Wages will not apply to this project.

Optional Pre-Bid meetings will be held on the following dates and times at the State Historical Building, 3rd Floor (West) Classroom A/B, 600 East Locust Street, Des Moines, Iowa 50319. This meeting is not mandatory but is highly recommended.

- **All Bid Packages - Wednesday, August 21, 2019 at 10:00 AM**
- **Bid Package 01 & 02 – Thursday, September 5, 2019 at 1:00 PM**
- **Bid Package 03 & 04 – Friday, September 6, 2019 at 10:00 AM**
- **Bid Package 05 & 06 – Friday, September 6, 2019 at 1:00 PM**

Bidding Documents may be obtained from Beeline & Blue by visiting www.beelineandblue.com or by calling (515) 244-1611 on Thursday, August 15, 2019.

For further information regarding this project contact:
Bobbi Pulley – Issuing Officer
Iowa Department of Administrative Services – Central Procurement
1305 East Walnut Street
Des Moines, Iowa 50319
Phone: (515) 725-2893
E-Mail: construction.procurement@iowa.gov

END OF SECTION

SECTION 00 2113
INSTRUCTIONS TO BIDDERS
RFB #1820335002

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Project Description
- B. Owner
- C. State Agency Representatives and Contacts
- D. Proposal Form and Submissions
- E. Taxes
- F. Alternate Bids
- G. Drawings
- H. Bid Security
- I. Due Date and Time for Receipt of Bids
- J. Commencement and Completion Date
- K. Site Visit
- L. Pre-bid Meeting
- M. Questions
- N. Addenda and Interpretations of the Contract Documents
- O. Substitutions
- P. Obligation of Bidder
- Q. Public Records and Requests for Confidential Treatment
- R. Withdrawal of Bid
- S. Bid Closing
- T. Basis of Bids
- U. Informalities/Rejection of Bids
- V. Consideration of Bids
- W. Preference
- X. Qualifications
- Y. Insurance
- Z. Form of Agreement between Owner and Contractor
- AA. Execution of Contract
- BB. Laws and Regulations
- CC. Contract Documents and Order of Precedence
- DD. Conditions of the Work
- EE. Subcontracts
- FF. Project Manual/Drawings

1.02 PROJECT DESCRIPTION

- A. Project Description: Project consists of select interior finish renovations, rock ballast roofing replacement, select paver ballast roofing replacement, select interior storm water piping replacement including select drain roof bodies.

1.03 OWNER

- A. State of Iowa, Department of Administrative Services, Hoover State Office Building, Level 3, 109 Southeast 13th St, Des Moines, IA 50319

1.04 STATE AGENCY REPRESENTATIVES AND CONTACTS

- A. PURCHASING AGENT: Bobbi Pulley – Issuing Officer, State of Iowa, Department of Administrative Services, Central Procurement Bureau, Hoover State Office Building, 3rd floor, 1305 East Walnut Street, Des Moines, IA 50319-0105, Phone: 515-725-2893; email: construction.procurement@iowa.gov
- B. OWNER REPRESENTATIVE: Josh Herman, LEED AP, CPM, State of Iowa, Department of Administrative Services State Design and Construction Resources Bureau, 109 SE 13th Street, Des Moines, IA 50319, Phone: 515-725-1293; email: josh.herman@iowa.gov.
- C. CONSTRUCTION MANAGER CONTACT: Mark Nelson, Ryan Companies US, Inc., 111 East Grand Avenue, Suite 200, Des Moines, IA 50309, Phone: 515-309-8538, email: mark.nelson@ryancompanies.com.
- D. DESIGN PROFESSIONAL CONTACT: Brian Warthen, AIA, Neumann Monson, Inc., 111 East Grand Ave, Suite 105, Des Moines, IA 50309, Phone: 515-339-7800, email: bwarthen@neumannmonson.com.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 PROPOSAL FORM AND SUBMISSION

- A. A properly prepared and submitted bid document is the bidder's responsibility. Bids are to be made in accordance with these Instructions to Bidders and items included on the Bid Form. Failure to comply may be cause for rejection.
- B. The Bid is to consist of the "Bid Form" (required) or exact copy of the form, together with the other documents specified below to be submitted with the Bid, in which copies are included with these Bidding Documents.
 - 1. The total bid package submitted is required to include the following documents (properly completed) and submitted in properly labeled envelopes:
 - a. A **SEALED BID** envelope (a regular envelope furnished by the Bidder) identified with the name and address of the company submitting the bid, the project name, the bid package name and/or number, sealed bid number, due date and time for bids' receipt, and clearly labeled **SEALED BID** containing:
 - 1) Bid Form (blank form included in Project Manual) (Required)
 - 2) Non-discrimination Clause form (blank form included in Project Manual)
 - 3) Targeted Small Business Pre-bid Contact form (blank form included in Project Manual)
 - 4) Bid Security (documentation provided by Bidder) (Is to be submitted in a separate envelope) (Required)
- C. All blank spaces on each document are to be completed, in ink or typewritten, unless the blank has otherwise been noted by Owner as "Not Applicable to this Project." Erasures or corrections shall be initialed by the person signing the bid. Where requested, amounts shall be stated in both words and figures. If words and figures do not agree, the amount written in words shall be considered correct.
- D. Include the amount for performing all work described in the drawings and specifications for Base Bid and for each Alternate Bid requested.
- E. Acknowledge receipt of all Addenda issued, where so indicated on the Bid Form.
- F. The Bid Form and other required documents are to be signed, where so indicated, by an officer of the company having authority to bind the company in a contract. The name of the person signing the bid and his/her title shall be typed or printed below the signature.

- G. Commencement of the work of the contract shall begin with the Contractor's receipt of a fully executed contract (signed by both parties).
- H. The Owner reserves the right to award a contract for Base Bid only, or for Base Bid in combination with any, or all, identified Alternate Bids. The Owner reserves the right to award a contract for individual Bid Packages, or any combination of Bid Packages. Each Bidder must comply with all of the General Requirements of the project and any requirements of the Project manual that apply to their scope of work.
- I. The company's Federal I.D. Number and the Iowa Contractors Registration Number shall be included in the Bid Form.
- J. Unless indicated otherwise, the Bid shall be for a single responsibility contract for all work as indicated on the Drawings and specified in the Project Manual, and shall be a lump sum amount. All requested Alternate Bids are to be bid. Failure to do so may result in disqualification of your bid. If no change in the Base Bid amount is required with respect to consideration of a particular Alternate Bid, enter "No Change" in the blank for that Alternate Bid.
- K. Where so requested, provide Unit Prices for the designated types of work and in the units specified, in which the Unit Prices would be used as adjustments to the quantities described in the Bidding Documents as the basis for the Base Bid and any Alternate Bid work. A Unit Price would be applicable in the event the Owner should request additional work of that type beyond the extent and quantity that has been established as the scope of the work by graphic delineation and notations on the Drawings, or by otherwise stipulating in the Bidding Documents a numerical quantity of the work, for the Bidder's use in determining the lump sum bid amount for the Base Bid and any requested Alternate Bid containing such work. The Unit Prices shall also be used to adjust the Contract Amount for actual quantities of work involved when the work subject to Unit Price adjustment differs by being less in quantity than that contemplated by the Bidding Documents' original scope of work for the respective Base Bid or Alternate Bid.
- L. A Completed State of Iowa Nondiscrimination Clause form and Subcontractor Targeted Small Business Enterprise Pre-Bid Contact Information form, included in these Bidding Documents, are to accompany the Bid. Bidders shall comply with all affirmative action/equal opportunity provisions of State and Federal laws. The Owner seeks to provide opportunities for Targeted Small Businesses in accordance with the provisions of Chapter 73 of the Code of Iowa.
- M. The completed Bid Form, and above referenced documents, are to be placed in the Sealed Bid envelope included with these Bidding Documents. Any required Bid Security shall be provided, in the form and amount specified elsewhere in these Instructions to Bidders, at the time of submission of the Bid. When a site visit is mandatory as specified elsewhere in these Instructions to Bidders, and a Certificate of Site Visit is required to be submitted with the Bid as evidence of such visit having occurred for purposes of observing the conditions of the site and the work proposed therein, the Certificate shall be enclosed in the Sealed Bid envelope containing the Bid Form, Bid Security and other documents.

3.02 TAXES

- A. In accordance with Section 423 of the Code of Iowa and 701-19 of the Iowa Administrative Rules, Iowa Construction Sales Tax Exemption Certificates for this project will be issued. Do not include Iowa sales tax or use tax, or any local option sales tax, on construction materials in determining your bid prices. The successful Contractor will be required to notify the Department of Administrative Services project manager of all Subcontractors within forty-eight (48) hours after the published date and time by which bids must be submitted. Information on the Contractor and each Subcontractor shall include the firms' name, address, contact person, federal tax identification number, and the Iowa contractor registration number. For the Contractor and each Subcontractor, designate the type of trade or category of work that is to be provided on the project. The Construction Manager for the Department of Administrative Services must be informed when any Subcontractor is added to the project. Following receipt of the information, the Construction Manager for the Department of Administrative Services will arrange to have an authorization letter and certificate (please see sample, included in the Project Manual) issued on

behalf of the Contractor and each Subcontractor and will forward the documents to the Contractor for distribution and use by each in purchasing construction materials for this project. Certificates issued for this project shall be used for tax-exempt purchasing construction materials for this project only.

3.03 ALTERNATE BIDS

- A. Bidders are to bid all Alternates requested on the Bid Form. Alternates quoted will be reviewed and accepted or rejected at the option of the Department of Administrative Services. Accepted Alternates will be identified in the Owner-Contractor agreement. Indicate the price for Alternates described, as shown on the Drawings and specified in the Project Manual, and identify in the correct location on the Bid Form.

3.04 DRAWINGS

- A. All drawing sheets bearing the project name: SHB – Skylight & Roof Replacement, Dated 08/15/2019.

3.05 BID SECURITY

- A. Each Bid shall be accompanied by Bid Security in a separate sealed envelope.
- B. The Bid Security shall be in the form of a Certified check, Cashier's check or a Bid Bond in an amount not less than five percent (5%) of the maximum value of the Bid, including any additive Alternates. **NOTE:** Checks other than Certified checks and Cashier's checks will not be accepted. Bonds shall be issued by a bonding company licensed to transact business in the State of Iowa. The Attorney in Fact who signs the Bond shall file with the Bond a certified and effectively dated copy of their Power of Attorney. The Bid Security shall be made payable to the Iowa Department of Administrative Services, and shall accompany the Bid. If a Bid Bond is not used, Certified checks or Cashier's checks must be hand delivered or mailed in a sealed envelope. The Bid Security shall serve as a guarantee that a Bidder who is offered a contract will enter into an Agreement with the State of Iowa and will file an approved surety company's Performance Bond, Payment Bond and the Insurance Certificates as evidence of the required Insurance within ten days of execution of the Contract for construction of this Project, but not later than the start of construction in any event. Upon failure to comply, the Bid Security shall be forfeited as liquidated damages. The governmental entity shall retain the bid security furnished by the successful bidder until the approved contract form has been fully executed, a bond has been filed by the bidder guaranteeing the performance of the contract, and the contract and bond have been approved by the governmental entity. The provisions of chapter 573, where applicable, apply to contracts awarded under this chapter. The governmental entity shall promptly return the checks or bidder's bonds of unsuccessful bidders to the bidders once the Notice of Intent to Award is issued.

3.06 DUE DATE AND TIME FOR RECEIPT OF BIDS

- A. Properly completed Bids shall be received at the place, and not later than the time, specified below for receipt of Bids, or any extension thereof made by Addendum issued subsequent to issuing the Bidding Documents. Oral or telephonic Bids are invalid, and will not receive consideration. The Bidder shall assume full responsibility for the timely delivery and receipt of the Bid by the Procurement Division of the Department of Administrative Services at the location herein specified. Late bids will not be accepted, and will be returned unopened to the Bidder.

- B. Sealed Bids will be received at the time and location as follows:
1. **On or before 2:00 pm Central Time, Thursday, September 19, 2019**
State of Iowa, Department of Administrative Services
Central Procurement Bureau
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, Iowa 50319-0105
Attention: Bobbi Pulley – Issuing Officer
- C. **Modification to Bid Form (Section 00 4116.03) Modification of Bids (available upon request). Submitted Sealed Bids may be modified by mail or email notice received at the place designated in the Invitation to Bid, not later than the time set for the opening of bids. A modification shall not reveal the bid price, but shall provide the addition or subtraction or the modification so that the final prices or terms will not be known to the public corporation until the sealed bid is opened (see Section 00 4116.03 Modification To Bid Form). Bidder must still submit the original Sealed Bid Form (Section 00 4116) by the due date and time.**
1. If a bidder wishes to use the Modification to Bid Form, they must email construction.procurement@iowa.gov to request the form on or before 2:00 pm Central Time, Tuesday, September 17, 2019 (48 hours prior to bid date).
 2. An email modification must be submitted on Section 00 4116.03, Modification To Bid Form to the email address construction.procurement@iowa.gov. DAS will not accept any email modification received in its offices after the time set for the opening of bids.
 3. A modification may not be withdrawn after the time set for the opening of bids. No bid made shall be changed or altered by telephone. No oral changes, alterations or conditions will be accepted under any circumstance.

3.07 COMMENCEMENT AND COMPLETION DATES

- A. Commencement of the Work of the Contract shall be the day of receipt by the selected Contractor of the fully-executed contract. Final completion of the Work of the contract shall be acknowledged as a part of the Contractor's proposal.

3.08 SITE VISIT

- A. A site visit by the prospective bidder is highly recommended at the time of the Pre-Bid Meeting of this project.

3.09 PRE-BID MEETING

- A. **Optional Pre-Bid meetings will be held on the following dates and times at the State Historical Building, 3rd Floor (West) Classroom A/B, 600 East Locust Street, Des Moines, Iowa 50319. This meeting is not mandatory but is highly recommended.**
1. All Bid Packages - Wednesday, August 21, 2019 at 10:00 AM
 2. Bid Package 01 & 02 – Thursday, September 5, 2019 at 1:00 PM
 3. Bid Package 03 & 04 – Friday, September 6, 2019 at 10:00 AM
 4. Bid Package 05 & 06 – Friday, September 6, 2019 at 1:00 PM

3.010 QUESTIONS

- A. Questions on this project may be raised and discussed at the time of the Pre-Bid Meetings. Questions should be submitted, in writing, by **2:00 pm, Thursday, September 12, 2019**, to the Purchasing Agent previously indicated in these Instructions to Bidders.

3.011 ADDENDA AND INTERPRETATIONS OF THE CONTRACT DOCUMENTS

- A. Any person contemplating submitting a proposal for the proposed Contract, who is in doubt as to the true meaning of any part of the Bidding Documents, shall submit a written request for an interpretation thereof. The person submitting a request will be responsible for its prompt delivery. Every request for such interpretation should reference the Bid Number specified in the Bidding Documents, and shall be made in writing (email preferred). Questions shall be submitted to the previously identified Purchasing Agent for the Department of Administrative Services. To be given consideration, requests shall be received by **2:00 pm, Thursday, September 12, 2019**. Replies, which revise or correct the Bidding Documents, or provide necessary clarifications, will be issued in the form of a written Addendum to the Bidding Documents. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, or changes. The Bidder is to include any resultant cost changes in the Bid Sum. Addenda will be posted electronically at the respective bid site where the bid is initially posted. Acknowledgment by the Bidder of each issued Addendum shall be noted on the Bidder's proposal, in the location so indicated on the Bid Form. All Addenda issued shall become part of the Contract Documents.

3.012 SUBSTITUTIONS

- A. Where the Bidding Documents stipulate a specific product be provided by naming one or more manufacturer and model, a substitute product will be considered when a written request is received by **2:00 pm, Thursday, September 12, 2019**. Substitution requests will be considered for all products, even if the specification does not include a statement such as "or equal," "equal to," "equivalent to," or "basis of design," unless otherwise noted.
- B. The written request shall be on the "Request for Substitution" form included in the Project Manual. If no such form is included, the request shall be provided on the letterhead of the company making the request.
- C. **Substitution requests received after the specified date will be viewed in the context of a Change Order to the Contract, and consideration will only be given in the event a product becomes unavailable or not practical due to no fault of the Contractor, or the substitution is substantially to the Owner's advantage (equal product for less cost or higher quality product at no change in Contract Sum).**
- D. Document each substitution request with complete data substantiating compliance of the proposed substitution with the Bidding Documents. Each request shall identify the specified product for which the substitution is requested, and shall clearly describe the product for which approval is requested. The burden shall be on the requester to demonstrate the proposed substitute product's suitability for use in the Work and its equivalency or superiority in function, appearance, quality, and performance with the product named in the Bidding Documents.
- E. A description of any changes to the Bidding Documents that the proposed substitution will require shall be included with the request. The requester shall affirm that dimensions shown on the Drawings will not be affected by the substitute product, and that it will have no adverse affect on other trades, the construction schedule, or specified warranty requirements. The request for use of a substitute product shall be signed by an authorized representative of the firm submitting the request, who shall state that the firm will pay for any changes to the building design, including Design Professional's design, detailing, and construction cost caused by the requested substitution if the substitution is approved for use in the Work.
- F. All such substitute products approved for use in the Work during the established period of time before receipt of Bids will be identified in a subsequent Addendum to the Bidding Documents.

3.013 OBLIGATION OF BIDDER

- A. It shall be the responsibility of each Bidder contemplating the submission of a Bid for the proposed Contract to fully acquaint himself/herself with conditions at the work site, project requirements, and to become acquainted thoroughly with the work, and all conditions that may be related to it. No considerations or revision in the contract price or scope of the project will be considered by the Owner for any item that could have been revealed by a thorough on-site inspection and examination.
- B. By submission of a Bid, it shall be understood that the Bidder assures that he/she has reviewed and is thoroughly familiar with the project requirements, contract conditions and supplementary conditions, the drawings, specifications, addenda, and that the bidder is aware of the conditions existing at the site that may relate to the work of this project. Failure of any Bidder to examine any form, document, or other instrument shall in no way relieve the Bidder from any obligation in respect to his/her Bid.

3.014 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT

- A. The Agency's release of public records is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless Contractor requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein AND the information is confidential under Iowa or other applicable law.
- B. A Contractor requesting confidential treatment of specific information must: (1) fully complete Form 22 (Available at <https://das.iowa.gov/sites/default/files/procurement/pdf/Form%2022-ConfidentialityRequest-RFB.pdf>), (2) identify the request in the transmittal letter with the Contractor's Proposal, (3) conspicuously mark the outside of its Proposal as containing confidential information, (4) mark each page upon which confidential information appears, and (5) submit a "Public Copy" from which the confidential information has been excised.
- C. Form 22 will not be considered fully complete unless, for each confidentiality request, the Contractor: (1) enumerates the specific grounds in Iowa Code chapter 22 or other applicable law that supports treatment of the material as confidential, (2) justifies why the material should be maintained in confidence, (3) explains why disclosure of the material would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Contractor to respond to inquiries by the Agency concerning the confidential status of such material.
- D. The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.
- E. **Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Contractors may not request confidential treatment with respect to pricing information and transmittal letters. A contractor's request for confidentiality that does not comply with this section or a contractor's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting contractor's Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.**
- F. If Agency receives a request for information that Contractor has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such material, Contractor shall, at its sole expense, appear in such action and defend its request for confidentiality. If Contractor fails to do so, Agency may release the information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if

Contractor fails to comply with the request process set forth herein, if Contractor's request for confidentiality is unreasonable, or if Contractor rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Contractor and with or without affording Contractor the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

3.015 WITHDRAWAL OF BID

- A. A Bid may be modified or withdrawn only before the time and date for receipt of Bids. Said request for modification or withdrawal of formal sealed bid must be made in writing and delivered to the previously designated Purchasing Agent for the Department of Administrative Services in a sealed envelope, properly identifying the bid that is to be modified. A Bid shall remain valid for consideration by the Owner for the following period(s) of time after the date specified for receipt of Bids, or until such time following that period that the apparent low bidder requests in writing that the Bid be withdrawn, after which the Bid may be withdrawn without forfeiture of any required Bid Security. The Base Bid shall be valid for not less than thirty (30) calendar days after the date Bids are specified to be due. With the approval of the Department of Administrative Services, a bid may be withdrawn after opening, but only if the bidder provides prompt written notification that adequately documents the commission of an honest error that may cause undue financial loss.

3.016 BID CLOSING

- A. Bids received prior to the time of opening will be securely kept, unopened. The Purchasing Agent for the Department of Administrative Services designated to receive Bids will determine when the specified time has arrived. No bid received thereafter will be considered.

3.017 BASIS OF BIDS

- A. The Bidder shall include all additional documents or appendices that are requested to be submitted concurrent with the Bid Form; failure to comply may be cause for rejection.
- B. In accordance with Iowa law, Section 8A.311: A bidder, to be considered for an award of a state construction contract, shall disclose to the state agency awarding the contract the names of all subcontractors and suppliers who will work on the project being bid, within forty-eight (48) hours after the published date and time by which bids must be submitted. A bidder shall not replace a subcontractor or supplier disclosed without the approval of the state agency awarding the contract.
 - 1. A bidder, prior to an award or who is awarded a state construction contract, shall disclose all of the following, as applicable:
 - a. If a subcontractor or supplier disclosed (under the preceding) by a bidder is replaced, the reason for replacement and the name of the new subcontractor or supplier;
 - b. If the cost of work to be done by a subcontractor or supplier is changed or if the replacement of a subcontractor or supplier results in a change in the cost, the amount of the change in cost.
 - c. Any reduction in subcontractor or supplier price as a result of the change, if the change is approved by the Owner, shall be deducted from the Trade Contract via a deductive Change Order. Any such changes, if approved by the Owner, which result in an increase in the Trade Contract Price shall be borne by the Trade Contractor.
- C. The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must:
 - 1. Be registered in the State of Iowa and have an Iowa Contractor's Registration number, and
 - 2. Be acceptable to the Owner.

3.018 INFORMALITIES/ REJECTION OF BIDS

- A. The Iowa Department of Administrative Services reserves the right to waive any irregularities or informalities and to enter into a Contract with a Bidder, or to reject any or all bids as it deems to be in the best interest of the State, without penalty.

3.019 CONSIDERATION OF BIDS

- A. It is the intent of the Department of Administrative Services to award a Contract to the lowest responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is determined to be compliant with all Bidding Requirements, and does not exceed the funds available for construction.
- B. Bidder is to bid on each Alternate Bid requested. Failure to do so may result in disqualification of the bid. The Department of Administrative Services reserves the right to accept any, or no, Alternate Bid. Alternate Bids may be considered in any order or combination, and the low successful Bidder will be determined on the basis of the sum of the Base Bid and the Alternate(s) accepted at the time of the Contract award.
- C. In evaluating Bids, any proposal offered by a Bidder for an alternate design, or for materials other than those shown or specified for the Base Bid or for Alternate Bid construction under the proposed Construction Documents or called for by any issued Addenda to those Construction Documents, will not be considered in determining the low successful Bidder. However, the Department of Administrative Services reserves the right to consider any such Bidder-proposed (Contractor's Alternate) alternate designs or materials with the low successful Bidder, after the low successful Bidder is determined in the manner described above (A and B).
- D. Notice of Intent to Award the Bid(s) will be sent to all Respondents submitting a timely Bid and may be posted at the website shown on the RFB cover sheet. 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 Agency. If the successful Bidder fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Bidder the Agency believes will provide the best value to the State.

3.020 PREFERENCE

- A. By virtue of statutory authority, a preference shall be given to Iowa domestic labor, products produced and provisions grown within the state of Iowa, in accordance with the provisions of Chapter 73, Code of Iowa and any amendments thereto.
- B. Enforcement of reciprocal resident bidder preference and resident labor force preference codified at Iowa Code Section 73A.21.
 - 1. NOTICE: Failure on the part of the bidder to carefully read the following paragraphs and to provide the information requested below may make the bidder's bid materially nonresponsive and therefore ineligible for contract award. Violations of Iowa Code Section 73A.21 may, among other things, result in civil penalties assessed by the Commissioner of the Division of Labor of Iowa Workforce Development. The bidder should seek out the advice of an attorney if he or she has questions about Iowa Code Section 73A.21. As a part of the competitive procurement of contracts for Public Improvements that must be awarded to the low bidder (if the bid is responsive and the bidder is deemed responsible), Public Bodies shall allow a preference to Resident Bidders if a Nonresident Bidder places a bid for the contract for the Public Improvement and that Nonresident Bidder's state or foreign country gives resident bidders of that state or foreign country a preference (including a labor force preference or any type of preferential treatment). The preference allowed, or reciprocally applied, shall be equal to the preference given or required by the state or foreign country in which the Nonresident Bidder is a resident bidder.

"Public Body" means the State of Iowa (and its agencies) and any of its political subdivisions, including school districts, public utilities, and the state board of regents.

"Public Improvement" means a building or other construction work to be paid for in whole or in part by the use of funds of the State of Iowa, its agencies, and any of its political subdivisions and includes road construction, reconstruction, and maintenance projects.

"Resident Bidder" means a person or entity authorized to transact business in of the State of Iowa and having a place of business for transacting business within the State of Iowa at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. Note, however, that if a nonresident bidder's state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

"Nonresident Bidder" means a person or entity who does not meet the definition of a resident bidder.

- C. Nonresident bidders shall be required to certify on the Bid Form, where so indicated, the state or foreign country in which the firm is a resident, and if that state or foreign country uses a percentage for in-state bidders and the amount of the preference.
- D. If it is determined that this may cause denial of federal funds which would otherwise be available, or would otherwise be inconsistent with requirements of federal law, this section shall be suspended, but only to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

3.021 QUALIFICATIONS

- A. In accordance with Iowa Code 26.9(2) and 26.16, no potential bidder shall be required to provide confidential or proprietary information or meet any class requirements as a precondition to submitting a responsive bid. However, as noted in Iowa Code 26.9(2), the lowest responsive bidder may be required to provide additional information to verify responsibility prior to and as a condition of obtaining final award of the contract. Any qualification requirements contained in any bid document indicates only preferred qualifications, not a precondition to bid, and the lowest responsive bidder's qualifications will be evaluated individually based on all information provided.
- B. The Owner may make such investigations as he or she deems necessary to determine the ability of the awarded Bidder to perform the required work, and the awarded Bidder shall furnish to the Owner all such information and data for this purpose. The Owner reserves the right to rescind any awarded Bid if the evidence submitted by, or in investigation of, such Bidder fails to satisfy the Owner that the Bidder is properly qualified to carry-out the obligations of the Contract and to complete the Work contemplated therein.
- C. Bidders shall be registered as a Construction Contractor with the Labor Commissioner, Iowa Workforce Development Department, as required by Chapter 91C of the Code of Iowa. Bidder's Iowa Contractor Registration Number shall be included in the location provided in the Bid Form.
- D. Non-resident corporations submitting bids must be in compliance with Section 490.1501 of the Code of Iowa and legally authorized thereby to carry-on such business in the State of Iowa as is required by the Contract Documents.
- E. An out-of-state Bidder, if awarded a contract, will be required to submit evidence of authorization to do business in the State of Iowa.

3.022 INSURANCE

- A. Insurance Requirements
 - 1. The Contractor shall maintain in effect, with insurance companies of recognized responsibility, at its expense, insurance covering its work of the type and in amounts required by this Contract. The Contractor's insurance shall, among other things, insure against any loss or damage resulting from the Contractor's performance of this Contract. All such insurance policies shall remain in full force and effect for the entire life of this

Contract and shall not be canceled or changed except after thirty (30) days written notice to the Owner.

2. **Amounts of Insurance Required – Refer to ConsensusDOCS 802 (see template in Project Manual)**
- B. Certificates of Coverage
 1. Certificates of the insurance described above shall be submitted to the Owner before starting any construction activities and shall be subject to approval by the Owner. The Contractor shall provide certificates for the insurance required. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days prior written notice to the Contractor. Upon receipt of any notice of cancellation or alteration, Contractor shall within ten (10) days procure other policies of insurance, similar in all respects to the policy or policies, about to be canceled or altered, and, if the Contractor fails to provide, procure, and deliver acceptable policies of insurance, or satisfactory evidence thereof, in accordance with the terms hereof then, at the Owner's option, Owner may obtain such insurance at the cost and expense of Contractor, without the need of any notice to Contractor.
- C. No Limitation of Liability
 1. Acceptance of the insurance certificates by the Owner shall not act to relieve the Contractor of any obligation under this Contract. All insurance policies and certificates shall be issued only by companies authorized to transact business in the State of Iowa. It shall be the responsibility of the Contractor to keep the respective insurance policies and coverage's current and in force during the life of this agreement.
 2. A Sample Certificate of Insurance is attached for reference following this Section.

3.023 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

- A. The Agreement for the Work will be written on ConsensusDOCS 802 Form of Agreement between Owner and Contractor (sample of the document with modifications incorporated is bound in this Project Manual).

3.024 EXECUTION OF CONTRACT

- A. Contract documents shall mean and include the following:
 1. Contract: ConsensusDOCS 802
 2. Performance and Payment Bonds
 3. Project Manual
 4. Drawings
 5. Numbered Addenda issued after initial publication of Bid Documents
 6. Numbered Modifications (Change Orders) issued after Contract is signed

3.025 LAWS AND REGULATIONS

- A. The Bidder's attention is directed to the fact that all applicable laws and regulations of Federal and State agencies having jurisdiction over the construction of this project shall apply to any contract resulting from this proposal, and it shall be deemed that those rules and regulations are made a part of such contract the same as if set forth in their entirety therein. By submitting a Bid, the Bidder confirms that he/she is familiar with and understands the Contractor's responsibility under all Federal and State of Iowa laws and regulations with respect to the Work described by the proposed Contract Documents.

3.026 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

- A. Where an irreconcilable conflict exists among Applicable Legal Requirements, this Contract, the specifications in the Materials and the Drawings, the earliest item mentioned in this sentence

involving a conflict shall control over any later mentioned item or items subject to such conflict unless doing so would result in reducing the Bidder's duty of care or obligations under this Contract, in which case the terms resulting in the highest requirements for Bidder performance shall control.

3.027 CONDITIONS OF THE WORK

- A. Each bidder must fully inform him/herself of the conditions under which the work is to be performed at the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract. When a site visit is required by provisions located elsewhere in these Instructions to Bidders, as a site tour in conjunction with a mandatory Pre-Bid Meeting, it shall be the Bidder's responsibility to fulfill this obligation as a condition of bidding the Work described in the Bidding Documents.
- B. No allowance will be made for any additional compensation by reason of any matter or condition with which the bidder might have fully informed him/herself, but failed to do so prior to bidding. Insofar as possible, the Contractor and all subcontractors shall employ such methods or means in carrying out the work so as not to cause any interruption of, or interference with, the work of any other subcontractor or trade.

3.028 SUBCONTRACTS

- A. The Prime Contractor shall be responsible for notifying all subcontractors and suppliers and informing them that they are bound in each case by all applicable provisions of the bidding information and those of the proposed Form of Agreements as defined in the Contract Documents.

3.029 PROJECT MANUAL/ DRAWINGS

- A. This Project Manual is intended to supplement the Project Drawings prepared by AE dated 08/15/2019.

END OF SECTION