INVITATION FOR BIDS

RIVER BEND TRANSIT PARKING LOT RECONSTRUCTION
DAVENPORT, IOWA

Notice is hereby given that there are now on file with River Bend Transit (RBT), Davenport, Iowa, hereinafter referred to as the Owner, proposed plans, specifications, and form of contract, for the above project prepared by Willett Hofmann & Associates and described in general as:

The Project consists of the reconstruction of the north, south and east asphalt parking lots with 3,500 SY 7-inches of PCC pavement with 6-inch integral curb on 6-inches of subbase. The reconstructed parking lots will provide enhanced storm water management as well as an improved surface for the buses that River Bend Transit (RBT) operates. The project scope will include the site work necessary to prepare the site for paving. This project will be phased to start while the building project is taking place on the west side of the site. Currently, the building project is expected to be complete by spring 2027, weather permitting. Work for this project is projected to begin on-site immediately, to avoid impacting the Owner's use of the facility. Further, there is limited space for any material storage on-site. Therefore, storage will need to be coordinated with the owner.

Sealed proposals for the construction of the project will be received by River Bend Transit (RBT) until 2:00 P.M., on the 16th day of November 2026, at River Bend Transit, 7440 Vine St Ct, Davenport, IA. Bids to be left at the front desk addressed to Executive Director – Sherli Childers. The bids will be opened publicly immediately afterword in the River Bend Transit Conference Room with bidder names and bid amounts read aloud and documented. Bid and Contract Documents may be obtained after October 22th, 2026. Copies of the Bidding Documents may be obtained from the following –

a. Copies of the Bidding Documents may be obtained electronically in PDF format from the Willett, Hofmann & Associates, Inc. website at www.WillettHofmann.com. Bidders shall click on "Bid Login" on the homepage of the website and follow instructions. The eBidDoc# is **#10414237** for this project. Contract Documents can be downloaded in PDF format from the website by depositing Twenty Two Dollars ($22.00) by credit card. All said deposits are non-refundable.

b. Copies of the Bidding Documents may be obtained from the MBI electronic plan room by going to the following website - mbiplanroom-dsm@mbionline.com

c. Copies of the Bidding Documents may be obtained from ConstructConnect website by going to the following website - https://www.constructconnect.com and logging in or creating an account.

A pre-bid meeting on these plans and specifications will be held on the 29th day of October 2026, at 10:00 A.M. River Bend Transit – 7440 Vine St Ct, Davenport, IA.

a. Each bid shall be accompanied by the following –
Bid security attached in a separate envelope. Bid Security shall be U.S. Currency, a bid bond with corporate surety satisfactory to the RBT Board of Directors, or a cashier's or certified check drawn on an Iowa bank or Credit Union chartered under the laws of the United States in an amount equal to at least five per cent (5%) of the bid and made payable to the Owner. This bid security shall be forfeited as liquidated damages in the event the successful bidder fails or refuses, within ten (10) days after the acceptance of the bid, to enter into a contract and to file a bond acceptable to the Owner assuring the faithful performance of the contract and the maintenance of said improvements as herein required.

b. Each bidder shall accompany the bid with a filled-out AIA document A305-Contractors Qualification Statement – Exhibits A, C, D. This is to be in the same envelope as the Bid.
c. Each bidder to include a filled-out and signed Certificate of Compliance or Certificate of Non-Compliance with Build America-Buy America Requirements. Forms are located in Section 00 90 00 – Appendix A Federal Contract Requirements. Include (1) of the signed certificates in the same envelope as bid.

The Contract will be awarded in writing to the lowest responsive and responsible Bidder, based on the Bid submitted and in accordance with the requirements of this Invitation for Bids and the accompanying Contract Documents.

The Owner reserves the right to reject any or all Bids for a documented and legally permissible reason, to waive minor informalities or irregularities that do not affect the substance of a Bid, and to proceed with award in accordance with applicable federal, state, and local procurement requirements.

The succuessful bidder will be required to furnish a corporate surety bond, on a company authorized to do business in Iowa, equal to one hundred percent (100%) of the contract price. This bond shall be issued by a responsible surety approved by the Owner and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and the maintenance of said improvements in good repair for not less than one (1) year from the time of the acceptance of said project by the Owner.

Payments will be made to the successful bidder based on monthly estimates and will be in amounts equal to ninety-five per cent (95%) of the contract value of the work completed, including materials and equipment delivered to the job during the preceding calendar month. The balance of five per cent (5%) due the successful bidder will be paid not earlier than thirty (30) days from the date of the Owner's final acceptance of the work, including the materials and equipment subject to the conditions of the contract.

BID PROTEST PROCEDURES:

If River Bend Transit (RBT) can provide legitimate justifications for restrictive specifications, the use of a sole-source procurement method, or the award of a contract to a firm that did not submit the lowest price, the protest may be denied. In notifying the protestor of the denial, RBT must inform the protestor of their right to appeal.

RBT must make every effort to award a contract in a fair manner following bid review, evaluation, and award procedures. In the event that a bidder feels that a contract award has been made unfairly or improperly, RBT must have in place a policy to handle protests by contractors. It is the responsibility of RBT's protest procedures are delineated below and in RBT's Procurement Policy adopted in Dec. 2025. It is the responsibility of RBT to respond to the protest after getting concurrence from Iowa Department of Public Transit. If the vendor is not satisfied by the local response to the protest, the vendor may appeal to Iowa Department of Public Transit, as the FTA grantee.

River Bend Transit (RBT) provides a fair and timely process for resolving procurement protests.

Any actual or prospective bidder, proposer, or offeror may submit a written protest regarding a solicitation or contract award if they believe RBT failed to follow applicable laws, regulations, or procurement procedures.
Protests must be submitted to the Executive Director. If the protest involves the Executive Director, it shall be submitted to the Board Chair.

- Protests related to solicitation requirements must be filed before the solicitation due date.
- Protests related to recommended contract award must be submitted in writing and received by RBT no later than five (5) calendar days after notice of the recommended award is publicly posted or sent to the bidder, whichever occurs first.

The protest must identify the solicitation or contract, state the reason for the protest, and describe the requested remedy.

RBT shall review the protest and issue a written decision within a reasonable timeframe. If a protest has been filed before the opening of bids, the transit system will not open bids prior to the resolution of the protest, unless Iowa Department of Public Transit has given approval to open the bids on the basis of an emergency situation.

Iowa Department of Public Transit should be contacted immediately if RBT has been made aware of a possible protest. Each protest situation is unique and will need to be discussed with your Iowa Department of Public Transit as to how the situation may be resolved.

Protests after an award decision might allege the following:

- evaluation criteria set forth in the solicitation document was not adhered to
- criteria changed during evaluation of proposals
- an improper procedure was followed in issuing the award
- award was made to a vendor that was not the low responsive and responsible bidder
- award was made when there was a single bid

When a protest has been filed before an award RBT should not make an award prior to the resolution of the protest.

The Decision of the Executive Director shall be final and conclusive. Except for such remedies as state or federal law or regulation may provide. Iowa Department of Transportation is responsible for notifying the Federal Transit Administration of the protest, but FTA is not a party to its recipients' contracts and does not have any obligation to any participant in its recipients contracts. FTA recipients are responsible for resolving all contractual and administrative issues arising out of their third-party procurements, including source evaluation and selection, protests of awards, disputes, and claims using good administrative practices and sound business judgement.

BUY AMERICA REQUIREMENTS: This Project is subject to the Federal Transit Administration (FTA) Buy America requirements of 49 U.S.C. § 5323(j), as implemented by 49 CFR Part 661, and the Build America, Buy America Act (BABAA), Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, as implemented by applicable federal regulations and FTA requirements. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18,2022.

All work for this project is subject to Prevailing Wage Laws. The current rates are listed in the Instructions to Bidders and Supplementary Instructions to Bidders. River Bend Transit (RBT) and the Architect/Engineer must verify the applicable determination and incorporate required revisions under **29 CFR 1.6**, using addenda when necessary. Bidders' responsibility does not replace the recipient's duty.

This procurement is subject to all applicable Federal Transit Administration (FTA) requirements, including required Federal contract clauses, certifications, and assurances, which are included in Appendix A Federal Contract Requirements, Section 00 90 00.

HOLD HARMLESS

1. RESPONSIBILITY FOR CLAIMS AND LIABILITY
   The CONTRACTOR shall be responsible for all damages to life, body, and property due to the activities of the CONTRACTOR and its agents or employees, in connection with their services under this CONTRACT, and agrees to pay costs, charges, expenses or incurred liabilities to said agents or employees arising hereunder. The CONTRACTOR specifically agrees that its agents or employees shall possess the experience, knowledge, and character to qualify them individually for the particular duties they perform. Further, it is understood and agreed that the CONTRACTOR shall indemnify and save and hold harmless the IOWA DEPARTMENT TRANSPORTATION, its officers, employees, the State of Iowa, and the Federal Transit Administration for all claims, suits, actions, damages, and costs, whether real or asserted, arising out of any negligent act or omission,

whether real or asserted, on the part of the CONTRACTOR, its officers, agents and employees or subcontractors which may result from their operations in connection with the work to be performed or losses due to performance of equipment purchased under this project.

2. LIABILITY OF THE IOWA DEPARTMENT TRANSPORTATION
   The IOWA DEPARTMENT TRANSPORTATION shall not be obligated or liable hereunder to any party other than the AGENCY.

Work under the proposed contract shall start upon issuance of the Owner's Notice to Proceed; **Substantial completion** for the final phase is to be on or before **August 1st, 2027**, all work is to be completed and all materials and equipment are to be placed in operation on or before **September 1st, 2027**, subject to any extension of time which may be granted by the Owner.

All work is to be done and all materials and equipment are to be furnished in accordance with the proposed plans, specifications, and form of contract now on file with the Owner, and said plans, specificaitons, and form of contract are by this reference made a part of this Notice as though fully set out and incorporated herein.

The Owner reserves the right to reject any and all bids, to waive informalities and technicalities and to enter into such contract as it shall deem to be in their best interest.

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