



**Request for Bid  
For  
Construction Equipment**

Issued by:

IOWA DEPARTMENT OF TRANSPORTATION  
Purchasing Section  
Proposal No. 22092

**Response Due Date:** April 17, 2019

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

**For information about this solicitation  
contact:**

Zach Gillen  
800 Lincoln Way  
Ames, Iowa 50010  
Phone: 515-239- 1347  
Fax: 515-239-1538  
E-Mail: zachary.gillen@iowadot.us

**Issued addenda and all other correspondence  
will be posted to Iowa DOT's website:  
<https://iowadot.gov/purchasing/current-solicitation-schedule>**

## 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	March 25, 2019
Number of Copies of Bid Responses Required One (1) Original and One (1) Electronic on USB	4.1.3	
Bidder Questions, Requests for Clarification, & Changes <i>(no later than)</i>	2.2/2.5	April 1, 2019
DOT Response to Questions Issued <i>(no later than)</i>	2.2/2.5	April 8, 2019
Bid Opening/Proposal Due	2.8/2.9	April 17, 2019
Presentations & Demonstrations "Short list" <i>(by invitation only)</i>	2.22/ 5.3	N/A
Announce Successful Bidder Intent to Award* <i>see note below</i>	2.22	April 24, 2019
Completion of Contract Negotiations & Execution of the Contract	2.22	May 1, 2019
Contract Begin Date	6.2	May 8, 2019
Contract End Date	6.2	May 7, 2020

\*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".



# Solicitation Response

		Response Due Date April 17, 2019	Time 1:00 P.M. CST	Location 800 Lincoln Way, Ames, IA	
Proposal Number 22092	Description: Construction Equipment				
Contract Begin Date May 8, 2019	Contract Completion Date May 7, 2020	Proposal Guaranty N/A	Performance Bond N/A	Liquidated Damages N/A	
Purchasing Agent Zach Gillen		E-mail Address zachary.gillen@iowadot.us	Phone 515-239-1347	Fax 515-239-1538	
<b>RESPONDER INFORMATION</b>					
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 conditions to any other Iowa state agency, Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> Yes <input type="checkbox"/> No			Responder is an Iowa Targeted Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No		

## GENERAL INFORMATION

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

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

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

We certify that:

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

-All materials, equipment goods and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this solicitation including delivery schedules.

-No relationship exists or will exist during the contract period between the Contractor and the Iowa DOT or any Participating Agencies that interferes with fair competition or constitutes a conflict of interest.

We promise to complete the contract within the contract period, or pay any liquidated damages, if stipulated, for each calendar day as set forth in the solicitation documents.

Signed \_\_\_\_\_ Date \_\_\_\_\_



**Iowa Department of Transportation**  
**Standard Terms and Conditions**  
**For**  
**Submission of Responses to Solicitations**  
**-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 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, submitted Response shall become the official response to be considered for award.**

**No email, fax or web link 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. **Proposal Guaranty:** If required, the Solicitation Response page will indicate the fixed percent of the security based on the cost of the Response. Security 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 Responder. If payable to the Responder, the check or draft shall be endorsed without qualifications to the Iowa DOT by the Responder or an authorized agent. **(2)** An insurance or surety company may be retained for the purposes of providing a bond as required by the solicitation. If a Bid Bond is chosen as the method of security, the Iowa DOT's Bid Bond form 131084 must be used and submitted with the solicitation response to be considered for award. **No other forms 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 prices, extended price, or total amount of response, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase order. Discounts for early payment are allowed, but not considered in award of the contract.
5. **Acceptance/Rejection:** The Iowa DOT reserves the right to accept or reject any or all responses and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s) or provider. The Iowa DOT also reserves the right to accept that response which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional response including any ties to another response or any reservations about accepting an award or entering into a contract, may result in rejection of the response. Responses must remain available for award for thirty (30) days from opening date and time.
6. **Results & Disclosure:** Tabulation results will be posted on the Iowa DOT website at [www.iowadot.gov/purchasing](http://www.iowadot.gov/purchasing) under the "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 931 S. 4<sup>th</sup> Street, 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 Response 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. 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 (NSA) unless otherwise specified. This applies each of any subsequent renewals, extensions, amendments issued under the contract for the duration of the contract.
5. **Service Animals:** Any contract or purchase order awarded to a contractor that employs persons that utilize service animals shall certify the following:
  1. The service animal has had all legally required shots and immunizations, including, but not limited to, rabies vaccinations and necessary boosters;
  2. The service animal has not ever bitten or otherwise attacked any individual. The animal is not aggressive towards others, and has not shown any aggressive tendencies towards others;
  3. The service animal will be leashed or otherwise restrained at all times while present on Iowa DOT owned property;
  4. The insurance coverage shall include coverage for service animal bites or other injuries caused by such animals;
  5. Indemnification provisions shall hold the Iowa DOT harmless against any claims arising out of or relating in any way to service animal bites or other injuries caused by animals.
6. **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.
7. **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 Response 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.
8. **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. **Indemnification-Services:** The Supplier of services identified herein shall defend, indemnify and hold harmless Iowa DOT, the State of Iowa, its employees, agents and officials, from and against all claims of any kind arising out of or relating in any way to the services provided to Iowa DOT by said Supplier of services. Iowa DOT shall promptly notify Supplier of any such claim.
9. **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 solicitation.
10. **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.
11. **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.
12. **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.
13. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
14. **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	<b>22092</b>
Date Required	04/17/2019 1:00 PM

**Title** Construction Equipment  
**Delivery Location** AMES, IA 50010  
**Shipping Terms** FOB Destination/Freight Prepaid

**Vendor**  
**PA Name** Zachary Gillen  
**Phone** 515-239-1347  
**E-Mail** zachary.gillen@iowadot.us

**Description**

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

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
<b>1</b> Wheel Loaders						
1.1	4	EACH	Medium Duty Wheel Loader Per Item 1 of Wheel Loader Spec. No. 6-A37-10-A38-0319			
Comments:						
1.2	2	EACH	Medium Duty Wheel Loader Per Item 2 of Wheel Loader Spec. No. 6-A37-10-A38-0319			
Comments:						
1.3	5	EACH	Heavy Duty Wheel Loader Per Item 3 of Wheel Loader Spec. No. 6-A37-10-A38-0319			
Comments:						
1.4	5	EACH	Heavy Duty Wheel Loader Per Item 4 of Wheel Loader Spec. No. 6-A37-10-A38-0319			
Comments:						
1.5	6	EACH	2.0 yard SAE heaped capacity bucket See Section 14 of Wheel Loader Spec. No. 6-A37-10-A38-0319			
Comments:						
1.6	10	EACH	2.5 yard SAE heaped capacity bucket See Section 14 of Wheel Loader Spec. No. 6-A37-10-A38-0319			
Comments:						
1.7	15	EACH	Fork Attachment See Section 16 of Wheel Loader Spec. No. 6-A37-10-A38-0319			
Comments:						
<b>2</b> Motor Graders						
2.1	9	EACH	Medium Duty Motor Grader Per Motor Grader Spec. No. 9-A16-3-B470-9-B521-0219			
Comments:						
2.2	7	EACH	2' Moldboard Extension - Right See Section 10 of Motor Grader Spec. No. 9-A16-3-B470-9-B521-0219			
Comments:						
2.3	3	EACH	Scarifier See Section 10 of Motor Grader Spec. No. 9-A16-3-B470-9-B521-0219			
Comments:						
2.4	9	EACH	Henke AHW11 - 11' All Hydraulic 60" Benching Wing Plow See Section 10 of Motor Grader Spec. No. 9-A16-3-B470-9-B521-0219			
Comments:						
<b>3</b> Tracked Hydraulic Exavators						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
3.1	2	EACH	Tracked Hydraulic Excavator - 16 Metric Ton Per Excavator Spec. No. 2-A28-0219			
Comments:						
3.2	2	EACH	42" Excavator Trenching Bucket See section 8 of Excavator Spec. No. 2-A28-0219			
Comments:						
3.3	2	EACH	60" Tilting Ditching Bucket - Rockford TL See section 8 of Excavator Spec. No. 2-A28-0219			
Comments:						
3.4	2	EACH	3x2 Grapple - Werk Brau WBBG42.1 See section 8 of Excavator Spec. No. 2-A28-0219			
Comments:						

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

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

**Supplemental Terms & Conditions  
For  
Construction Equipment  
Proposal Number: 22092  
Response Due Date: April 17, 2019**

**Specifications and Technical Requirements**

The Bidder must answer whether or not it will comply with each requirement in the Specifications and Technical Requirements. Bid Responses must identify any deviations from the requirements of this RFB or requirements the Bidder cannot satisfy. Any deviations from the requirements of the RFB or any requirement that the bidder cannot satisfy may disqualify the Bidder.

**Bidder Submittals**

Bidders must submit any documentation such as, but not limited to, drawings, cut sheets, spec sheets, or point of sale material, that shows the submitted bid response meets and or exceeds the specifications and requirements.

**First Service Support Kits**

A complete set of all OEM factory replacement filters and/or elements necessary to service the unit must be provided with each machine at the time of delivery. Kit must include all fluid, air, and HVAC filters, including any strainers and/or screens if so equipped. Each set must be individually boxed into a kit with machine serial number on it and in each machine cab upon delivery. The Department will not accept loose unboxed filter kits.

**Warranty and Parts**

- A. Machine and all accessories/attachments must be covered by an all-inclusive warranty (less normal service items). Bidders must provide standard and extended warranty options for a minimum 5-year/2500-hour warranty.
- B. Technician response to down machine for diagnosis or repair must be included in the warranty. Travel time and mileage fees during the warranty period are not acceptable.
- C. Replacement parts must be provided within three (3) business days of notification. If the machine is down and parts are unavailable within the specified timeframe a comparable loaner machine must be made available at no cost to the Department. If the dealer does not have a loaner machine available, one must be rented at the dealers cost and provided to the Department until the Department machine is operable. Loaner delivery and pickup are the responsibility of the dealer/rental company. Loaner machine and parts provisions must apply for the duration of the warranty period chosen by the Department.
- D. Sixty (60) days before the expiration of the warranty, the successful bidder must provide a complete inspection with all service checks and adjustments. All necessary warranty related items must be scheduled, corrected and resolved before the expiration. This service must be provided at the machines assigned location unless the extent of any required repair(s) makes this impractical.

## **Training**

- A. The successful vendor will be responsible for providing, at the Department's convenience and at no additional cost to the Department, one working day of operation, safety and service instruction at a field Maintenance Shop. Training will be scheduled by the Department training facilitator after the equipment is delivered to its field location.
- B. Instructor must be factory trained, and familiar with all aspects of the equipment. Any video tapes and/or training materials used in the instruction must be abandoned to the Department at the training locations.

## **Contract Quantities**

The total quantities listed in the Schedule of Prices shall be purchased in the initial contract period. The total purchase will be split between two Purchase Orders. After contract execution, the first Purchase Order will be issued. The second Purchase Order will be issued prior to June 30, 2019. Quantities for subsequent contract renewals are unknown at this time.

## Section 1 Introduction

### 1.1 Purpose & Overview of the RFB Process

The purpose of this Request for Bid (RFB) is to solicit Bid Responses from responsible, responsive Bidders to provide the goods and/or services identified on the RFB cover page and described further in Section 3 of this RFB. The Iowa DOT intends to award a contract(s) beginning and ending on the dates listed on the Procurement Timetable. The Iowa DOT may renew the contract(s) for up to the number of annual extensions identified on the Procurement Timetable at the sole discretion of the Iowa DOT. Any contract(s) resulting from the RFB must not be an exclusive contract.

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

### 1.2 Definitions

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

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

**1.2.2 “Responsive Bid”** means the bid document complies with each of the provisions of the RFB.

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

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

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

**1.2.6 “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.

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

**1.2.8 “Purchase Order”** means the documentation issued by the State to the Bidder 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 must be null and void.

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

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

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

**1.2.11 "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.

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

### **1.3 Bidding Documents**

#### **1.3.1 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 must become part of the contract documents.

## 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. Bidders may be disqualified if they contact any state employee other than the Issuing Agent. *Exception: Bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.*

In NO CASE must 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 must not be considered part of the RFB unless confirmed in writing. All such requests for clarification must be submitted in writing. Any information provided by the Bidder verbally must not be considered part of that Bidder's proposal. Only written communications from the Bidder and received by the Department must be accepted.

With the exception of the written Bid Response which must be submitted by Bidders in accordance with Section 2 herein, communications between the Issuing Agent and Bidders may be conducted by regular prepaid US mail, courier service, e-mail or facsimile transmission.

### 2.3 Downloading the RFB from the Internet

All correspondence for this solicitation will be posted on the Iowa DOT's website at <http://www.iowadot.gov/purchasing/lettingschedule.htm>. **Bidders are required** to visit the Iowa DOT's home page periodically for any and all addenda 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 Bidder 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

Bidders are invited to submit written questions and requests for clarifications regarding the RFB during the time indicated in the Procurement Timetable. Bidders 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 Bidder, 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 Bidder.

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 Bid Response

Bidders who submit Bid Responses in advance of the bid opening date may withdraw, modify, and resubmit their Response at any time prior to the bid opening date and time. Bidders must notify the Issuing Agent in writing if they wish to withdraw their Bid Response. A Bidder must 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 Bidder.

Bidders 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.**

Bidders 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 Bidder must not be considered part of the Bidder's Bid Response.

## **2.8 Bid Response Date**

The Iowa DOT will open Bid Responses on the date and time stated in the Procurement Timetable. A bid tabulation will be posted on the Iowa DOT's website for all bidders to view the results in the form of "Recommendation to Award". (See Iowa Code Section 72.3.)

The responses of the Bidders 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 Bidder.

No payments must be made by the State to cover costs incurred by any Bidder 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 Bidders 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 Bidder to provide services.

It is not intended to be comprehensive and each Bidder 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 Bidder 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 must not evaluate proposals for any one of the following reasons:

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

**2.12.2** The Bidder'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 Bidder's response limits the rights of the Iowa DOT.

**2.12.4** The Bidder fails to include a Proposal Guarantee also known as bid security, *if required*. See Bid Response cover page and **Section 2.33**.

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

**2.12.6** The Bidder 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 Bidder initiates unauthorized contact regarding the RFB with state employees.

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

**2.12.9** The Bidder fails to attend the mandatory Bidders Conference or Pre-Bid meeting.

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

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

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

### **2.13 Nonmaterial and Material Variances**

The Iowa DOT reserves the right to waive or permit cure of nonmaterial variances in the Bidder's Bid Response if, in the judgment of the Iowa DOT, it is in the Iowa DOT best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other Bidders; 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 Bidder from full compliance with RFB specifications or other contract requirements if the Bidder 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 Bidder'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 Bidder, such as the Bidder's capability and performance under other contracts, the qualifications of any subcontractor identified in the Bidder's Bid Response, specifically, the Bidder'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 Bidder is subject to verification. Misleading or inaccurate responses must result in disqualification and rejection of the Bid Response.

### **2.17 Criminal History and Background Investigation**

The Bidder hereby explicitly authorizes the Iowa DOT to conduct criminal history and/or other background investigation(s) of the Bidder, its officers, directors, shareholders, partners and managerial and supervisory personnel retained by the Bidder for the performance of the contract.

## **2.18 Bid Response Clarification Process**

The Iowa DOT reserves the right to contact a Bidder after the submission of Bid Response for the purpose of clarification to ensure mutual understanding.

This contact may include written questions, interviews, site visits, a review of past performance if the Bidder has provided goods or services to the Iowa DOT or any other political subdivision wherever located, or requests for corrective pages in the Bidder's Bid Response. The Iowa DOT will not consider information received if the information materially alters the content of this solicitation or alters the type of goods and services the Bidder is offering to the Iowa DOT. An individual authorized to legally bind the Bidder must sign responses to any request for clarification. Responses must 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 Bidder 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 Bidder as public information following the conclusion of the Intent to Award. Iowa DOT release of information is governed by Iowa Code chapter 22. Bidders 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 Bidder 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 Bidder 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](http://www.iowadot.gov/purchasing/bidaward). Final negotiation and execution of the contract(s) must 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 Bidder 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 must constitute the making of a contract for services and no Bidder must acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful Bidder 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. Bidders 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 Bidder will provide services as requested by the Iowa DOT. The Iowa DOT will not guarantee any minimum compensation will be paid to the Bidder or any minimum usage of the Bidder's services.

## **2.26 Conflicts Between Terms**

The Iowa DOT reserves the right to accept or reject any exception taken by the Bidder to the terms and conditions contained in this RFB. Should the Bidder take exception to the terms and conditions required by the Iowa DOT, the Bidder's exceptions may be rejected and the entire proposal declared nonresponsive. The Iowa DOT may elect to negotiate with the Bidder regarding contract terms that do not materially alter the substantive requirements of the request for proposals or the contents of the Bidder'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 Bidder'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 Bidder'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 Bidder'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 Bidders the work to be performed and allow prospective Bidders an opportunity to ask questions regarding the RFB. Verbal discussions at the Pre-Bid conference must 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 the 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.

SPECIFICATIONS  
for  
INDUSTRIAL WHEEL LOADERS

The following specifications apply to the purchase of industrial, rear articulating wheel loaders by the Iowa Department of Transportation, Iowa DOT. Proposed machine and accessories must be current models under standard production, being marketed on a national level. All standard equipment as listed in literature and/or specification sheets must be provided and included in the bid price. Dealer or vendor modifications to non-conforming equipment for the express purpose of meeting minimum requirements is not acceptable. Machine must be completely assembled, serviced and ready for immediate operation upon delivery to the Department. Proposed machine must be suitable for all aspects of use required in state highway maintenance operations, including but not limited to: lift heights and capacities for loading any Department snow removal truck with ice and snow control materials such as salt and sand, acting as a carrier for a self-powered snow blower attachments, leveling earth and aggregate surfaces, material handling, digging and other mounted tool use.

Any manufacturers' names, trade names, brand names, or catalog numbers used in the specification are for the purpose of establishing and describing general performance and quality levels. The references are not intended to be restrictive, and bids are invited on these and comparable brands or products of any manufacturer. Responders must include alternate brand specifications for purposes of comparison to approved brands based on the same or higher level of performance.

The following machines are known as generally suitable in size for bid on these specifications. However, inclusion in this list is not a guarantee of final machine acceptance nor should it be construed as an approved equal list.

Medium Duty – John Deere 444, Case 521  
Heavy Duty – John Deere 524, Caterpillar 926

Two (2) different sized loaders in two (2) versions each will be requested, state machine bid in appropriate blank.

ITEM-1 – MD LOADER - Typical 2.5 Yard Loader – Operating weight of approximately 24,000 to 27,000-pounds. \_\_\_\_\_

ITEM-2 – MD LOADER - Typical 2.5 Yard Loader – Identical to ITEM-1 with minimum bucket clearance at full height dumped at 45° listed on page 3. \_\_\_\_\_

ITEM-3 – HD LOADER - Typical 2.75 Yard Loader – Operating weight of approximately 27,000 to 30,000-pounds. \_\_\_\_\_

ITEM-4 – HD LOADER - Typical 2.75 Yard Loader – Identical to ITEM-3 with minimum bucket clearance at full height dumped at 45° listed on page 4. \_\_\_\_\_

All requirements below must apply to both size loaders unless specifically noted. It is intended for the bidder to fill in each blank (\_\_\_\_\_) with their machine's specification for that item.

1. GENERAL REQUIREMENTS

- A. Proposed loader must be a current model under standard production, being marketed on a national level. All standard equipment, as listed in literature and/or specification sheets, must be provided. Dealer or vendor modifications to non-conforming loaders, for the express purpose of meeting minimum requirements, are not acceptable.
- B. Loaders must be completely assembled, serviced, and ready for immediate operation upon delivery to the Department.
- C. Vendor must be a franchised dealership for the brand they propose. Vendor must have a full-service facility in the State of Iowa where mobile and in-house repair services, parts, accessories and technical help are readily available. Technicians and support personnel must be certified and trained in all aspects of maintenance and repair of the proposed machine.
- D. Final approval of any vendor or manufacturer's equipment may require a demonstration, current user list and/or tour of their facility to determine compliance and acceptability. Vendors must make available, upon request, and within one (1) week of notification by the Department, any or all of the following:
  - a. Demonstration Loader: Same or similar model vendor is proposing to bid for the Department to use/evaluate for a minimum of 2-days. Demonstration must be at a Department Maintenance location and operated by Department personnel.
  - b. Names, addresses and phone numbers must be supplied for other customers using the same model loader within the State of Iowa. Purpose will be to contact, and possibly visit, those facilities that are already experienced with the operation of the make/model of the loader in question.
  - c. Facility Tour: Vendor must provide a list of suitable times to the Department within regular daytime work hours when an inspection tour of their sales and service facility would be convenient.
- E. All costs associated with providing any or all these items are the sole responsibility of the vendor. Inability to comply with any or all will be adequate reason for rejection.
- F. All ratings, dimensions, weights, operating systems and other applicable apparatus must be according to/in compliance with ISO/SSAE Standards for Construction and Industrial equipment.

2. ITEM-1 – LOADER - Typical 2.5 Yard Loader – Operating weight of approximately 24,000 to 27,000-pounds. State proposed machine's rating after each applicable item.

- A. Minimum 120 net horsepower. \_\_\_\_\_
- B. Published standard SAE operating weight of approximately 24,000 to 27,000-pounds. \_\_\_\_\_
- C. Minimum wheelbase of 108-inches (9-feet). \_\_\_\_\_
- D. Equipped with high visibility Z-Bar hydraulic attachment quick coupler. All bucket and attachment costs must be bid separately (see optional equipment sections).
- E. Minimum published standard bucket ranges/performance. For evaluation, the following will apply:
  - a. Bucket, nominal 2-yd<sup>3</sup> SAE heaped capacity.
  - b. Breakout force rating, minimum 17,500-pounds. \_\_\_\_\_

- c. Lift height to bucket hinge pin, minimum 11-feet, 10-inches. \_\_\_\_\_
  - d. Bucket clearance, at full height dumped at 45°, minimum 8-feet, 9-inches. \_\_\_\_\_
  - e. Bucket reach at full height, minimum 3-feet 2-inches. \_\_\_\_\_
  - f. Digging depth bucket flat minimum 2-inches. \_\_\_\_\_
3. ITEM-2 – LOADER - Typical 2.5 Yard Loader – Identical to ITEM-1 with minimum bucket clearance at full height dumped at 45°.
- A. Minimum 120 net horsepower. \_\_\_\_\_
  - B. Published standard SAE operating weight of approximately 24,000 to 27,000-pounds. \_\_\_\_\_
  - C. Minimum wheelbase of 108-inches (9-feet). \_\_\_\_\_
  - D. Equipped with high visibility Z-Bar hydraulic attachment quick coupler. All bucket and attachment costs must be bid separately (see optional equipment sections).
  - E. Minimum published standard bucket ranges/performance. For evaluation, the following will apply:
    - a. Bucket, nominal 2-yd<sup>3</sup> SAE heaped capacity.
    - b. Breakout force rating, minimum 16,000-pounds. \_\_\_\_\_
    - c. Lift height to bucket hinge pin, minimum 13-feet. \_\_\_\_\_
    - d. Bucket clearance, at full height dumped at 45°, minimum 9-feet, 11-inches. \_\_\_\_\_
    - f. Bucket reach at full height, minimum 3-feet 2-inches. \_\_\_\_\_
    - g. Digging depth bucket flat minimum 2-inches. \_\_\_\_\_
4. ITEM-3 – LOADER - Typical 2.75 Yard Loader – Operating weight of approximately 27,000 to 30,000-pounds.
- A. Minimum 130 net horsepower. \_\_\_\_\_
  - B. Published standard SAE operating weight of approximately 27,000 to 30,000-pounds. \_\_\_\_\_
  - C. Minimum wheelbase of 110-inches (9-feet 6-inches). \_\_\_\_\_
  - D. Equipped with high visibility Z-Bar hydraulic attachment quick coupler. All bucket and attachment costs must be bid separately (see optional equipment sections).
  - E. Minimum published standard bucket ranges/performance. For evaluation, the following will apply:
    - a. Bucket, nominal 2.5-yd<sup>3</sup> SAE heaped capacity.
    - b. Breakout force rating, minimum 20,000-pounds. \_\_\_\_\_
    - c. Lift height to bucket hinge pin, minimum 12-feet, 5-inches. \_\_\_\_\_
    - d. Bucket clearance, at full height dumped at 45°, minimum 9-feet. \_\_\_\_\_
    - e. Bucket reach at full height, minimum 3-feet 2-inches. \_\_\_\_\_
    - f. Digging depth bucket flat minimum 3.5-inches. \_\_\_\_\_
5. ITEM-4 – HD LOADER - Typical 2.75 Yard Loader – Identical to ITEM-3 with minimum bucket clearance at full height dumped at 45°.
- A. Minimum 130 net horsepower. \_\_\_\_\_
  - B. Published standard SAE operating weight of approximately 27,000 to 30,000-pounds. \_\_\_\_\_

- C. Minimum wheelbase of 110-inches (9-feet 6-inches). \_\_\_\_\_
- D. Equipped with high visibility Z-Bar hydraulic attachment quick coupler. All bucket and attachment costs must be bid separately (see optional equipment sections).
- E. Minimum published standard bucket ranges/performance. For evaluation, the following will apply:
  - a. Bucket, nominal 2.5-yd<sup>3</sup> SAE heaped capacity.
  - b. Breakout force rating, minimum 20,000-pounds. \_\_\_\_\_
  - c. Lift height to bucket hinge pin, minimum 13-feet, 8-inches. \_\_\_\_\_
  - d. Bucket clearance, at full height dumped at 45°, minimum 10-feet 4-inches.
  - e. \_\_\_\_\_ Bucket reach at full height, minimum 3-feet 2-inches. \_\_\_\_\_
  - f. Digging depth bucket flat minimum 3.5-inches. \_\_\_\_\_

## 6. ENGINE

- A. Engine must be a heavy-duty, liquid cooled, high torque 4-stroke industrial diesel.
- B. ITEM-1 & 2 Loader Engine: Minimum 4-cylinders displacing a minimum 4.4L, rated at a minimum 120 net horsepower @ 267 lb/ft net torque at manufacturer's rated RPM per SAE J1349.
- C. ITEM-3 & 4 Loader Engine: Minimum 6-cylinders displacing a minimum 6.7L, rated at a minimum 129 net horsepower @ 401 lb/ft net torque at manufacturer's rated RPM per SAE J1349.
- D. Required engine manufacturer's engine performance data sheet – Vendor must submit a copy of the engine manufacturer's engine performance data certification sheet along with the other literature required with this bid. It must state exact engine gross and net horsepower, exact engine gross and net torque and exact engine start-up torque (commonly classed clutch engagement torque – usually at 800 RPM) as well as rated engine fuel usage in GPH (gallons per hour). All details must be provided in US English units.
- E. Engine air intake must be a dry, 2-stage design with dual filter (primary/secondary) elements and vacuator valve. Intake system must be equipped with an air filter restriction indicator as an integral part of the machine's engine monitoring system. If not available as part of the monitor system, a mechanical graduated restriction indicator must be installed in the cab instrument panel.
- F. Air intake system must be equipped with a self-cleaning, self-powered centrifugal air intake pre-cleaner.
- G. Radiator must be manufacturer's largest capacity. Anti-freeze must test to -34°F.
- H. Engine oil filter must be a spin-on, disposable type.
- I. Regenerative charging system with the highest amperage output alternator available. If the highest amperage output alternator is an option, it must be provided.
- J. Battery(s) must be the largest CCA available. If higher CCA battery(s) are an option, they must be provided.

## 7. CHASSIS

- A. Lift system must be a high visibility, dual arm/dual cylinder z-bar design.
- B. Published tipping load:
  - a. ITEM-1 loader, straight without optional counterweights – Minimum 19,000-pounds. \_\_\_\_\_

- b. ITEM-1 loader, full turn without optional counterweights – Minimum 16,000-pounds. \_\_\_\_\_
  - c. ITEM-2 loader, straight without optional counterweights – Minimum 16,500-pounds. \_\_\_\_\_
  - d. ITEM-2 loader, full turn without optional counterweights – Minimum 14,000-pounds. \_\_\_\_\_
  - e. ITEM-3 loader, straight without optional counterweights – Minimum 19,000-pounds. \_\_\_\_\_
  - f. ITEM-3 loader, full turn without optional counterweights – Minimum 16,500-pounds. \_\_\_\_\_
  - g. ITEM-4 loader, straight without optional counterweights – Minimum of 14,600-pounds. \_\_\_\_\_
  - h. ITEM-4 loader, full turn without optional counterweights – Minimum of 12,400-pounds. \_\_\_\_\_
- C. Operator must be able to maintain bucket rotation control with a full heaped bucket of wet sand (3,375-pound/cubic yard) regardless of load height.
- D. Operator must be able to maintain implement rotation control of a minimum 4,500-pound pallet (ITEM-1 & 2 loader) or a minimum 6,000-pound pallet (ITEM-3 & 4 loader) with a pallet fork attachment. Both D. and E. requirements will be with a loader outfitted with the specified quick coupler system, standard bucket or pallet fork attachment. Vendor may be required to demonstrate the ability of a proposed loader to meet this minimum load control requirement prior to being awarded a contract.
- E. Published top speed:
- a. ITEM-1 & 2 loaders – approximately 22 MPH. \_\_\_\_\_
  - b. ITEM-3 & 4 loaders – approximately 24 MPH. \_\_\_\_\_
- F. Ground drive system must employ either 1) a torque converter with full power shift multi-speed transmission or 2) a full hydrostatic transmission with high/low ranges and inching feature. Transmission system must be equipped with an easily serviced filter with dash mounted condition indicator, if available.
- G. Loader must be equipped with hydraulic articulation power steering.
- H. Brakes must be power assisted hydraulic, 4-wheel wet disc:
- a. If loader transmission is a torque converter power-shift, a transmission disconnect feature must be incorporated into the brake system, operated by a single brake pedal, if loader is so equipped, or by the left pedal of a two (2) brake pedal system.
  - b. If loader is equipped with hydrostatic drive that will dynamically brake the machine, the disconnect is not required.
- I. Loader must be equipped with a parking brake. Parking brake must not allow the transmission to be engaged or include an audible alarm and/or warning light to warn operator if transmission is engaged while parking brake is applied.
- J. Differentials must be provided in one of the following three configurations:
- a. Torque proportioning front and rear.
  - b. Limited slip front and rear.
  - c. Front axle driver controlled differential lock and limited slip rear.

- K. Tires must be L2/G2 tread, snow radials and be readily available from national US tire distributors.
  - a. ITEM-1 & 2 – 17.5R25
  - b. ITEM-3 & 4 – 20.5R25
  - c. Enter brand/model tire to be bid: \_\_\_\_\_
- 8. Fuel tank must be outfitted with a lockable, tethered filler cap. Minimum fuel tank capacity on all Items: 50 gallons. \_\_\_\_\_

9. ACCESSORIES

- A. All engine and gear case oil cavities must have magnetic drain plugs installed.
- B. Loader must come equipped with a swiveling pintle hook drawbar attachment with a minimum 6,000-pound vertical tongue weight rating and minimum lateral pull rating of 30,000-pounds. Pintle hook must be mounted 28-32-inches from ground level (no exceptions). Dealer manufactured attachment bracket must be of high quality, indistinguishable from an OEM component.
- C. Loader must be outfitted with an automatic adjustable bucket leveling device capable of automatically positioning the bucket for the next loading pass and with automatic (boom kick out) bucket height control.
- D. Horn(s) with a minimum rating of 100 db(A) at 5-feet.
- E. Fenders, front and rear.
- F. Electronic back-up alarm, with automatic volume adjustment ranging from 82 to 107 dB(A).
- G. Full exterior anti-vandalism panel package to include, at a minimum, full engine compartment panels that bolt-on, equipped with lockable hinged access doors for normal service checks, minor adjustments, replenishment of lubricant, coolant and other fluids and air filter maintenance.

10. CAB

- A. Full vision, all weather ROPS cab, fabricated to be an integral part of the loader.
- B. AM/FM radio.
- C. All glass must be tinted safety glass.
- D. Cab entrance door(s) must swing open and latch at a minimum of 90-degrees from the cab side. All available operable glass and /or vent panels must be provided.
- E. Cab door(s) must be equipped with a key lock.
- F. Cab entrance steps/ladder must have adequate exterior grab handle(s)/bar(s) to allow easy and sure access.
- G. A pair of West Coast mirrors must be mounted on the cab, one (1) per side.
- H. Ignition switch must be an automotive key lock type.
- I. All electric powered accessories must be same voltage as the electrical regenerative charging system.
- J. Cab must be equipped with a lighted instrument/control panel. Panel must contain instruments to monitor, at a minimum, the following functions:
  - a. Regenerative charging system.
  - b. Engine oil pressure.
  - c. Engine coolant temperature.
  - d. Fuel tank level.

- e. Transmission/converter fluid temperature.
  - f. Transmission filter indicator, if available.
  - g. Hour meter, electronic. Manufacturer's standard if wired to an oil pressure sensor switch or excited by the alternator (a true hours-of-operation figure is required.) If unavailable, a high-quality aftermarket hour meter must be installed and powered with an engine excited switch as mentioned above.
- K. The Department requires an automatic engine warning system for high engine coolant temperature and/or low oil pressure. System requires warning lamps and/or audible alarms.
- L. Full factory HVAC system to include circulating engine coolant cab heater, defroster and air conditioning. Coolant lines must contain shut-off valve(s) at the engine.
- M. Windshield wipers, front minimum 2-speed with electric windshield washer and rear minimum 1-speed.
- N. Deluxe suspension seat, adjustable fore and aft and up and down with retractable seat belt. Belt must be retractable to keep it off floor and out of dirt.
- O. The two-way radios mounted in DOT equipment require an un-switched 13.6 VDC battery power connection with a 12-gauge wire, fused with a 20-amp fuse or breaker at the source. This power must be to a point which voltage will not pull down as the radio cannot operate with voltage less than 11.3 VDC. Also required is an ignition switched 13.6 VDC wire to turn the radio on when the vehicle is operation, fused with a 4-amp fuse or breaker. This switched power must be able to sustain a 11.3 VDC or higher as the radio will not operate at lower voltages. Both switched and unswitched wires must be of a length that will allow the Department to mount the two-way radio in a location of their choosing.

## 11. LIGHTING

- A. Loader must be equipped with a US legal road travel lighting package. Package must follow all FMCSS and State of Iowa on-road use illumination requirements for both day and night travel.
- B. The following minimum lamps must be installed. Switches must be clearly identified and mounted in the control panel:
- a. Four (4) front and two (2) rear work/travel lamps. Front lamps must be mounted two (2) at a point mid-way up the loader front (such as on the fenders) and two (2) flush with (no higher than) the top of the cab roof-line. All four (4) front lamps must be activated by a common switch.
  - b. Two (2) combination tail/stop lamps.
  - c. Turn/hazard warning lamps.
- C. Factory beacon wiring and switch package. Vendor must order machine with the factory wiring to the top of the cab and factory on/off switch, less beacon. Factory 2-conductor (power/ground) circuit must be of adequate amperage capacity to power an ECCO 5280A RotoLED minibar, 7.5-10 Amp. Circuit must be always "hot" (battery circuit), properly fused for protection, and of the same voltage as the regenerative charging system. The factory installed control panel OEM beacon switch must be used to operate the minibar. Dealer installed wiring and switch are not acceptable. Wiring must be left as a minimum 12-inch coil on top the cab, or as the factory connector. If the wiring terminates in a connector, the mating half must

be provided to allow easy hook-up. The Department will provide and install beacon. Vendors must provide and install a cab mounted 7"x12" steel flip-over bracket, if available. If bracket is an option it must be provided.

- a. Flip-over bracket must be of high quality construction. Bracket installation must look like a factory installed bracket and be mounted on the rear of the cab and as close to centered as practical.
- b. Bracket must be designed so when minibar assembly is flipped over, it will not contact the loader cab or glass. Design must incorporate a positive stop bumper. When in either position, light must be positively locked or retained in that position to prevent it from bouncing up/down or accidentally flipping over during loader use.

## 12. IMPLEMENT QUICK COUPLER SYSTEM

- A. Loader lift system must be equipped with a High-vis, also called a Euro style implement quick coupler system. Specified system must be a self-aligning, single point pickup design to allow quick change of attachments.
- B. System must employ a hydraulic actuated 2-pin implement locking mechanism, easily actuated from the loader cab.
- C. Control of the coupler locking pins must not be tied into any other hydraulic function, such as the pilot pressure circuit or auxiliary hydraulic circuit. Pins must operate independently through their own dedicated electro/hydraulic valve and circuitry. Operation must be by means of a separate independent engage/disengage OEM control switch in the cab switch panel. When disengaged, the switch must have an illuminated red indicator. System failure default must leave the lock pins in the locked position.
- D. An optional auxiliary grease Zerk must be installed on the back side of the implement locking pin round tube assembly to help keep the lock pins cleaner by flushing out dirt, salt, sand, etc.
- E. All coupler loader arm attachment pins must be thoroughly coated with anti-seize compound upon its installation and then thoroughly greased when installation is complete. Likewise, the implement attachment hydraulic lock pins must be thoroughly coated with anti-seize compound and thoroughly greased before delivery.
- F. Both MD and HD loaders must use identical couplers and include one set of female blanks with each machine for retro-fitting existing attachments.

## 13. HYDRAULICS

- A. Hydraulic system must be of adequate design and size to allow safe and convenient machine operation and a long life. All rams must have fixed ferrules for pressure and return lines. Cylinder shafts must be hard chrome plated.
- B. The Department prefers a single control lever system for bucket lift, lower, rotation and dump. Such a system must be provided if not standard and listed as optional equipment. Other bucket control system will be considered but must be reviewed and pre-approved by Equipment Services prior to bid opening. All controls must be clearly marked, showing operation.
- C. System must be adequately filtered, employing at a minimum a suction screen and easily replaceable return filter.

- D. Loader must be equipped with a dual function, auxiliary third valve, capable of providing a minimum of two (2) factory installed hydraulic implement circuits. Valve must be suitable to power and operate all typical coupler mounted attachments, to include but not limited to a scrap grapple bucket, 4in-1 bucket, rotary broom attachment, hydraulic pavement breaker or pickup sweeper attachment with motor and cylinder requirements.
  - E. Circuits must provide a 1) detent or positive switched on/off motor capability and 2) selectable cylinder operation, preferably controlled as a second function of the x-axis of the same lever control as the bucket. Two (2) additional fluid lines must be run to the front of the lift boom arms, terminated and capped (the Department will install quick couplers). Ends of auxiliary lines must have NPT threads (preferred) to easily accept standard US quick couplers. If lines are not NPT thread, proper adapter bushings from the machine thread pattern to NPT threads must be provided.
  - F. Optional equipment installed by the successful vendor, such as the quick coupler system, must be professionally installed. Hydraulic components must be permanently installed with hoses and lines firmly attached and ran in such a way as not to interfere with other hoses, lines or equipment.
14. GENERAL PURPOSE BUCKET (See Drawing #1 on page 13 of 13.)
- A. ITEM-1 & 2 Loaders – 2.0 yd<sup>3</sup> SAE heaped capacity bucket.
  - B. ITEM-3 & 4 Loaders – 2.5 yd<sup>3</sup> SAE heaped capacity bucket.
  - C. Both ITEM-1 & 2 Loaders (A.) and ITEM-3 & 4 Loaders (B.) bucket option must be 102-inches in width and provided with a one-piece, bolt-on reversible cutting edge installed. Cutting edge must be 102-inches x 11-inches x 1-inch with hole spacing, for 5/8-inch plow bolts, as per Drawing #1.
    - a. Note: Buckets purchased in the past were requested with 10-inch cutting edges. The Departments' standard requirement has been changed to an 11-inch cutting edge, however, bucket cutting edge mounting holes should be setup for a 10-inch cutting edge (same bolt spacing requirements as in drawing #1) so that either a 10 or 11-inch cutting edge can be installed when replacing the original cutting edge, the only difference being the 11-inch cutting edge will extend farther from the bucket when installed. See Picture #1 on page 12 of 13.
  - D. Bucket must be outfitted with three (3) evenly spaced chain lift hooks along the top. One (1) hook must be centered and the other two (2) hooks approximately 1/3 of its length in from bucket end at a structurally suitable point. All hooks must be minimum rated for the lift capacity of the loader. Bucket and coupler half must be manufactured in such a manner so that sand, salt or other debris cannot be trapped in pockets or compartments, especially where the female half attaches to the bucket. If open areas exist, the design must have adequate clean-out accesses, so debris can be easily washed from the assembly.
15. PAINT
- Manufacturer's standard paint scheme and color is acceptable.

16. OPTIONAL ATTACHMENTS THAT MAY BE REQUIRED (Separate pricing required for options.)

Optional attachments must be fully assembled and delivered as a ready to work attachment. Loaders ordered with multiple attachments will require that each attachment be test fit and if functional operated on the machine it is requested with. If attachments have lubrication points, they must be lubricated upon delivery.

A. FORK ATTACHMENT, 8,000-POUND RATING

- a. Fork tines must be 48-inches long by 5-inches wide by 2-inches thick installed on a 60-inch slide mechanism, allowing width adjustments. Forks must lock in numerous positions along the 60-inch slide length.

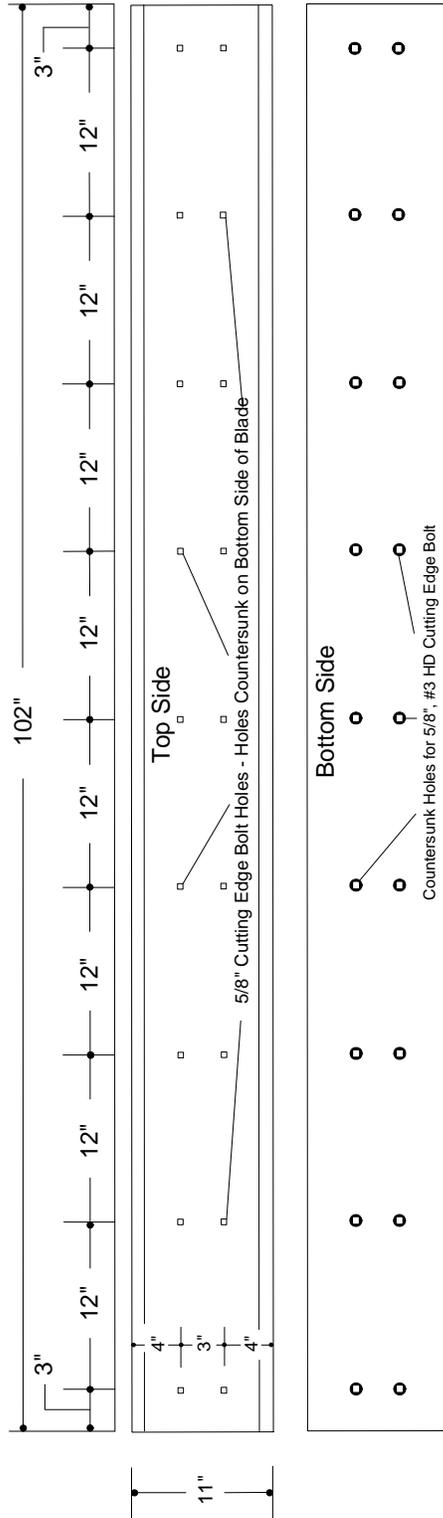
17. MANUALS

Seven (7) manuals for Item-1, four (4) for Item-2, eight (8) for Item-3, and eight (8) for Item-4 must be provided. Manuals must include operators, service and repair information as well as an illustrated parts list. Print or electronic manuals are acceptable.

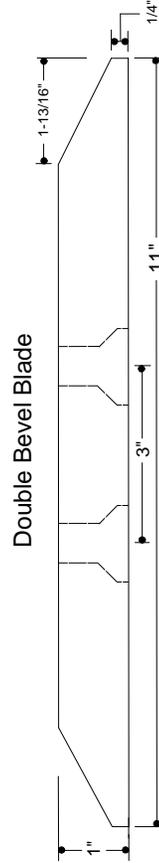
Picture #1



Drawing #1 – Bucket Cutting Edge



MT 0315  
 005-377450



SPECIFICATIONS  
for  
MOTOR GRADER WITH ATTACHMENT AND ACCESSORIES

The following specifications apply to the purchase of medium duty, rear articulating motor graders by the Iowa Department of Transportation, Iowa DOT. Proposed machine and accessories must be current models under standard production, being marketed on a national level. All standard equipment as listed in literature and/or specification sheets must be provided and included in the bid price. Dealer or vendor modifications to non-conforming equipment for the express purpose of meeting minimum requirements is not acceptable. Machine must be completely assembled, serviced and ready for immediate operation upon delivery to the Department. Proposed machine must be suitable for all aspects of use required in state highway maintenance operations, including snow removal operations.

Any manufacturers' names, trade names, brand names, or catalog numbers used in the specification are for the purpose of establishing and describing general performance and quality levels. The references are not intended to be restrictive, and bids are invited on these and comparable brands or products of any manufacturer. Responders must include alternate brand specifications for purposes of comparison to approved brands based on the same or higher level of performance.

The following machines are known as generally suitable in size for bid on these specifications. However, inclusion in this list is not a guarantee of final machine acceptance nor should it be construed as an approved equal list.

John Deere 670G  
Caterpillar 140

Items are tied.

1. GENERAL REQUIREMENTS--State proposed machine's rating after each applicable item.
  - A. Minimum published operating weight of 35,000-pounds. \_\_\_\_\_
  - B. Wheelbase minimum of 240-inches. \_\_\_\_\_
  - C. Motor Graders must be completely assembled, serviced and ready for immediate operation upon delivery to the Department.
  - D. Vendor must be a franchised dealership for the brand they propose. Vendor must have a full-service facility in the State of Iowa where mobile and in-house repair services, parts, accessories and technical help are readily available. Technicians and support personnel must be certified and trained in all aspects of maintenance and repair of the proposed machine.
  - E. Final approval of any vendor or manufacturer's equipment may require a demonstration, current user list and/or tour of their facility to determine compliance and acceptability. Vendors must make available, upon request, and within one (1) week of notification by the Department, any or all the following:
    - a. Demonstration motor grader: Same or similar model vendor is proposing to bid for the Department to use/evaluate for a minimum of 2-days. Demonstration must be at a Department Maintenance location and operated by Department personnel.
    - b. Names, addresses and phone numbers must be supplied for other customers using the same model motor grader within the State of Iowa. Purpose will be to

contact, and possibly visit, those facilities that are already experienced with the operation of the make/model of the model in question.

- c. Facility Tour: Vendor must provide a list of suitable times to the Department within regular daytime work hours when an inspection tour of their sales and service facility would be convenient.
- F. All costs associated with providing any or all these items are the sole responsibility of the vendor. Inability to comply with any or all will be adequate reason for rejection.
- G. All ratings, dimensions, weights, operating systems and other applicable apparatus must be according to/in compliance with ISO/SSAE Standards for Construction and Industrial equipment.

## 2. ENGINE

- A. Engine must be a heavy-duty, liquid cooled, high torque 4-stroke industrial diesel.
- B. Minimum 6-cylinders displacing a minimum 540 in<sup>3</sup> \_\_\_\_\_
- C. Minimum 225 horsepower. \_\_\_\_\_
- D. Required engine manufacturer's engine performance data sheet – Vendor must submit a copy of the engine manufacturer's engine performance data certification sheet along with the other literature required with this bid. It must state exact engine gross and net horsepower, exact engine gross and net torque and exact engine start-up torque (commonly classed clutch engagement torque – usually at 800 RPM) as well as rated engine fuel usage in GPH (gallons per hour). All details must be provided in US English units.
- E. Engine air intake must be a dry, 2-stage design with dual filter (primary/secondary) elements and vacuator valve. Intake system must be equipped with an air filter restriction indicator as an integral part of the machine's engine monitoring system. If not available as part of the monitor system, a mechanical graduated restriction indicator must be installed in the cab instrument panel.
- F. Air intake system must be equipped with a self-cleaning, self-powered centrifugal air intake pre-cleaner.
- G. Radiator must be manufacturer's largest capacity. Anti-freeze must test to -34<sup>0</sup>F.
- H. Engine oil filter must be a spin-on, disposable filter.
- I. Regenerative charging system with the highest amperage output alternator available. If the highest amperage output alternator is an option, it must be provided.
- J. Battery(s) must be the largest CCA available. If higher CCA battery(s) are an option, they must be provided.

## 3. CHASSIS

- A. Published SAE standard operating weight (published means as it appears on the front of or in the standard literature with.)
- B. Rear articulation
- C. Published top speed of 25 MPH minimum. \_\_\_\_\_
- D. Transmission system must be equipped with an easily serviced filter with dash mounted condition indicator, if available.
- E. Motor Grader must be equipped with hydraulic articulation power steering.
- F. Steering wheel, joystick steering alone will not be accepted.
- G. Brakes must be power assisted hydraulic, 4-wheel wet disc.
- H. Motor Grader must be equipped with a parking brake. Parking brake must not allow the transmission to be engaged or must include an audible alarm and/or warning light to warn operator if transmission is engaged while parking brake is applied.

- I. Tires must be L2/G2 tread, snow radials and be readily available from national US tire distributors. Enter recommended tire: \_\_\_\_\_
- J. Minimum fuel tank capacity of 100-gallons. Tank must be outfitted with a lockable, tethered filler cap.
- K. No rear weights are required or requested.

#### 4. ACCESSORIES

- A. All engine and gear case oil cavities must have magnetic drain plugs installed.
- B. Front fenders
- C. Horn(s) with a minimum rating of 100 db(A) at 5-feet.
- D. Electronic back-up alarm, with automatic volume adjustment ranging from 82 to 107 dB(A).
- E. Full exterior anti-vandalism panel package to include, at a minimum, full engine compartment panels that bolt-on, equipped with lockable hinged access doors for normal service checks, minor adjustments, replenishment of lubricant, coolant and other fluids and air filter maintenance.

#### 5. CAB

- A. Full vision, all weather ROPS cab, fabricated to be an integral part of the equipment, with minimum 1-inch thick poly-foam or equal roof insulation.
- B. AM/FM radio.
- C. All glass must be tinted safety glass.
- D. Cab entrance door(s) must swing open and latch at a minimum of 90-degrees from the cab side. All available operable glass and /or vent panels must be provided.
- E. Cab door(s) must be equipped with a key lock.
- F. Cab entrance steps/ladder must have adequate exterior grab handle(s)/bar(s) to allow easy and sure access.
- G. A pair of West Coast mirrors must be mounted on the cab, one (1) per side.
- H. Ignition switch must be an automotive key lock type.
- I. All electric powered accessories must be same voltage as the electrical regenerative charging system.
- J. Cab must be equipped with a lighted instrument/control panel. Panel must contain instruments to monitor, at a minimum, the following functions:
  - a. Regenerative charging system.
  - b. Engine oil pressure.
  - c. Engine coolant temperature.
  - d. Fuel tank level.
  - e. Transmission/converter fluid temperature.
  - f. Transmission filter indicator, if available.
  - g. Hour meter, electronic. Manufacturer's standard if wired to an oil pressure sensor switch or excited by the alternator (a true hours-of-operation figure is required.) If unavailable, a high-quality aftermarket hour meter must be installed and powered with an engine excited switch as mentioned above.
- K. The Department requires an automatic engine warning system for high engine coolant temperature and/or low oil pressure. System requires warning lamps and/or audible alarms.

- L. Full factory HVAC system to include circulating engine coolant cab heater, defroster and air conditioning. Defroster ducts must be easily aimed where desired in order to defrost all cab glass. Coolant lines must contain shut-off valve(s) at the engine.
- M. Auxiliary, 2-speed fan with swivel base suitable to aid defrosting air circulation in the winter.
- N. Windshield wipers, front minimum 2-speed with electric windshield washer and rear minimum 1-speed.
- O. Deluxe suspension seat, adjustable fore and aft and up and down with retractable seat belt. Belt must be retractable to keep it off floor and out of dirt.
- P. The two-way radios mounted in DOT equipment require an un-switched 13.6 VDC battery power connection with a 12-gauge wire, fused with a 20-amp fuse or breaker at the source. This power must be to a point which voltage will not pull down as the radio cannot operate with voltage less than 11.3 VDC. Also required is an ignition switched 13.6 VDC wire to turn the radio on when the vehicle is operation, fused with a 4-amp fuse or breaker. This switched power must be able to sustain a 11.3 VDC or higher as the radio will not operate at lower voltages. Both switched and unswitched wires must be of a length that will allow the Department to mount the two-way radio in a location of their choosing.

## 6. LIGHTING

- A. Motor grader must be equipped with a US legal road travel lighting package. Package must follow all FMCSS and State of Iowa on-road use illumination requirements for both day and night travel.
- B. The following minimum lamps must be installed. Switches must be clearly identified and mounted in the control panel:
  - a. Four (4) front work/travel lamps. All four (4) front lamps must be activated by a common switch.
  - b. Two (2) combination tail/stop lamps.
  - c. Turn/hazard warning lamps.
  - d. High front snow plow lights, mounted for use with V-snow plow.
- C. Factory beacon wiring and switch package. Vendor must order machine with 12V factory wiring to the top of the cab and factory on/off switch, less beacon. Factory 2-conductor (power/ground) circuit must be of adequate amperage capacity to power an ECCO 5280A RotoLED minibar, 7.5-10 Amp. Circuit must be always "hot" (battery circuit), properly fused for protection, and of the same voltage as the regenerative charging system. The factory installed control panel OEM beacon switch must be used to operate the minibar. Dealer installed wiring and switch are not acceptable. Wiring must be left as a minimum 12-inch coil on top the cab, or as the factory connector. If the wiring terminates in a connector, the mating half must be provided to allow easy hook-up. The Department will provide and install beacon.

## 7. BALDERSON FRONT LIFT

- A. Motor grader must include a Balderson front lift system, including one Balderson female receiver blank for retro-fitting existing attachments.
- B. System must employ a hydraulic actuated 2-pin implement locking mechanism, easily actuated from the cab.
- C. Control of the coupler locking pins must not be tied into any other hydraulic function, such as the pilot pressure circuit or auxiliary hydraulic circuit. Pins must operate

independently through their own dedicated electro/hydraulic valve and circuitry. Operation must be by means of a separate independent engage/disengage OEM control switch in the cab switch panel. When disengaged, the switch must have an illuminated red indicator. System failure default must leave the lock pins in the locked position.

## 8. HYDRAULICS

- A. Hydraulic system must be of adequate design and size to allow safe and convenient machine operation and a long life. All rams must have fixed ferrules for pressure and return lines. Cylinder shafts must be hard chrome plated.
- B. System must be adequately filtered, employing at a minimum a suction screen and easily replaceable return filter.
- C. Motor grader must be equipped with one front auxiliary hydraulic circuit and rear hydraulics. Valve must be suitable to power and operate an 11' all-hydraulic 60" benching wing plow and all typical coupler mounted attachments, to include but not limited to a V-plow and scairfier.
- D. Circuits must provide a detent or positive switched on/off motor capability.
- E. Optional equipment installed by the successful vendor, such as the quick coupler system, must be professionally installed. Hydraulic components must be permanently installed with hoses and lines firmly attached and run in such a way as not to interfere with other hoses, lines, or equipment.

## 9. PAINT

Manufacturer's standard paint scheme and color is acceptable.

## 10. OPTIONAL ATTACHMENTS THAT MAY BE REQUIRED (Itemized pricing required for options.)

Note: Optional attachments must be fully assembled and delivered as a ready to work attachment. Motor Graders ordered with multiple attachments will require that each attachment be test fit and if functional operated on the machine it is requested with. If attachments have lubrication points, they must be lubricated upon delivery.

### OPTION-1 – 2' MOLDBOARD EXTENSION – RIGHT

12-foot moldboard with two-foot extension to the right must be included on requested units, a 14-foot moldboard will not be accepted.

### OPTION-2 – SCARIFIER

- A. Minimum of five (5) shanks and teeth, installed
- B. Compatible with Balderson lift group

### OPTION-3 – HENKE AHW11 - 11' ALL HYDRAULIC 60" BENCHING WING PLOW

Henke AHW11 Benching wing plow must be installed on requested machines.

## 11. MANUALS

Eleven (11) manuals must be provided. Manuals must include operator's, complete service and repair procedures manual with complete engine set and wiring diagrams and a complete fully illustrated parts manual, to include all attachments and/or accessories. Electronic manuals are also acceptable.

SPECIFICATIONS  
for  
TRACKED HYDRAULIC EXCAVATOR

The following specifications apply to the purchase of tracked hydraulic excavators with pin grab implement quick coupler, buckets, and attachments by the Iowa Department of Transportation, Iowa DOT. Proposed machine and accessories must be current models under standard production, being marketed on a national level. All standard equipment as listed in literature and/or specification sheets must be provided and included in the bid price. Dealer or vendor modifications to non-conforming equipment for the express purpose of meeting minimum requirements is not acceptable. Machine must be completely assembled, serviced and ready for immediate operation upon delivery to the Department.

Any manufacturers' names, trade names, brand names, or catalog numbers used in the specification are for the purpose of establishing and describing general performance and quality levels. The references are not intended to be restrictive, and bids are invited on these and comparable brands or products of any manufacturer. Responders must include alternate brand specifications for purposes of comparison to approved brands based on the same or higher level of performance.

The following machines are known as generally suitable in size for bid on these specifications. However, inclusion in this list is not a guarantee of final machine acceptance nor should it be construed as an approved equal list.

John Deere 160G LC  
Caterpillar 316

Items are tied.

ITEM 1 – EXCAVATOR – 16 METRIC TON

1. GENERAL REQUIREMENTS--State proposed machine's rating after each applicable item.
  - A. Minimum operating weight of 37,000 lbs. \_\_\_\_\_
  - B. Vendor must be a franchised dealership for the brand(s) they propose. They must have a full-service facility in the State of Iowa where mobile and in-house repair services, parts, accessories, and technical help are readily available. Technicians and support personnel must be certified and trained in all aspects of maintenance and repair of the proposed machine.
  - C. Final approval of any vendor or manufacturer's equipment may require a demonstration, current user list, and/or tour of their facility to determine compliance and acceptability. Vendors must make available, upon request and within one week of notification by the Department, any or all of the following:
    - a. Demonstration machine. A typical and similar same model machine must be provided to the Department for a minimum 2-working days unimpeded use and evaluation. Demonstration will be at a Department Maintenance Facility; equipment will be operated by Department personnel.
    - b. Name, address, and phone number of other customers using the same equipment within the State of Iowa that can be contacted and a facility visit arranged. Purpose will be to see the machine operate in a working environment and talk to the operators and/or owners.
    - c. Facility tour. Vendor must provide a list of suitable times to the Department within regular daytime work hours when an inspection tour of their sales and service facility would be convenient.

- D. All costs associated with providing any or all these items are the sole responsibility of the vendor. Inability to comply with any or all will be adequate reason for bid rejection.
- E. All ratings, dimensions, weights, operating systems, and other applicable apparatus must be according to/in compliance with ISO/SAE Standards for Construction and Industrial Equipment.

## 2. ENGINE

- A. Minimum 3.9 liter / 238 cubic inch displacement 4-cylinder liquid cooled 4-stroke industrial diesel. Minimum 112 horsepower.
- B. Auto-idle fuel saving system.
- C. Antifreeze must test to a minimum -34°F.
- D. Engine block heater.
- E. Regenerative charging system. If option exists for high capacity alternator and larger and/or additional batteries, they must be provided. A lockable master battery disconnect switch must be provided.
- F. Air cleaner, dry element design. Air intake system must be equipped with a monitor panel mounted air restriction warning lamp or gauge. If OEM is not available, dealer must install a graduated air restriction indicator in the engine air intake tube.
- G. Engine air intake must be equipped with a self-powered self-cleaning centrifugal precleaner.
- H. Exhaust stack must be equipped with a sweep or rain-cap to prevent water infiltration.
- I. Engine off-level capacity 100% at up to 45 degrees.
- J. Fuel maintenance system, fuel filter with water/fuel separator.

## 3. CARRIER CHASSIS

- A. Maximum overall length in boom-down transport position, 29 feet. \_\_\_\_\_
- B. Maximum overall height 10 feet 2 inches. \_\_\_\_\_
- C. Overall highway transport width, maximum 8 feet 6 inches. \_\_\_\_\_
- D. Undercarriage gauge, 6 feet 6 inches. \_\_\_\_\_
- E. Track shoe width, approximately 24 inches. \_\_\_\_\_
- F. Minimum ground clearance 17 inches.
- G. Sealed triple grouser track, 23.6 - 24 inches wide. Ground pressure, maximum 6.4 PSI.
- H. Track length on ground (idler/sprocket center-to-center), minimum 10 feet 2 inches. Typical undercarriage length minimum 12 feet 6 inches. \_\_\_\_\_
- I. Track guides/guards: center section, front section.
- J. Separate hydraulic propel motor for each track, motors enclosed by track or protected by a cover or guard.
- K. Minimum propel speed 3.3 MPH. \_\_\_\_\_
- L. Spring applied, hydraulic release automatic propel brake.
- M. Drawbar pull, minimum 34,600 lb.
- N. Minimum 60 US gallon fuel tank.
- O. Travel alarm.

## 4. CAB, INSTRUMENTATION, & CONTROLS

- A. Excavator must be equipped with an all-weather steel cab. Cab must be insulated against heat/cold and noise. All glass must be tinted safety type.
- B. Cab must incorporate adequate provisions for fresh air ventilation. Door, side window(s) and roof hatch must open and secure in that position. Front windshield must fully open and stow.
- C. Dome or interior light.

- D. 12-volt power point.
- E. Mirrors, exterior left and right.
- F. Sound deadening all weather heavy rubber floor mat.
  
- G. All-season heating/cooling system, to include air conditioning and heater with windshield defroster ducts. Refrigerant must be CFC free.
- H. Seat must be deluxe fully cushioned suspension type with adjustable backrest, headrest and fully padded fold-up armrests. Independent horizontal and vertical adjustments. Seat belts must be retractable to keep them clean and off the floor attached to the seat base with tether belts extending from the base to the floor.
- I. Excavator must be supplied with a full factory monitoring system, typically with lights, alarms, and where applicable gauges or read-outs, to cover, at a minimum: engine coolant temperature; engine oil pressure; charging system; hydraulic fluid filter condition, fuel level and an hour meter.
- J. Hour meter must record a true hour-of-operation figure. It must be activated by an engine oil pressure switch or excited by the engine alternator output.
- K. Engine start/stop must be by an automotive style ignition key. Single key for cab door and ignition, preferred to also have same key work for all anti-vandalism locks.
- L. Excavator must be outfitted with a limited anti-vandalism package. Cab door must lock, windows/hatches must latch from the inside. All exposed caps, covers and inspection ports must be lockable.
- M. Horn, push button activated, with sufficient dB(A) rating to be heard over the machine full throttle noise.
- N. Work lamp package. Adequate fully adjustable lamps to fully illuminate the boom work area.
- O. Factory beacon wiring and switch package. Vendor must order machine with 12V factory wiring to the top of the cab and factory on/off switch, less beacon. Factory 2-conductor (power/ground) circuit must be of adequate amperage capacity to power an ECCO 5280A RotoLED minibar, 7.5-10 Amp. Circuit must be always "hot" (battery circuit), properly fused for protection, and of the same voltage as the regenerative charging system. The factory installed control panel OEM beacon switch must be used to operate the minibar. Dealer installed wiring and switch are not acceptable. Wiring must be left as a minimum 12-inch coil on top the cab, or as the factory connector. If the wiring terminates in a connector, the mating half must be provided to allow easy hook-up. The Department will provide and install beacon.
- P. The two-way radios mounted in DOT equipment require an un-switched 13.6 VDC battery power connection with a 12-gauge wire, fused with a 20-amp fuse or breaker at the source. This power must be to a point which voltage will not pull down as the radio cannot operate with voltage less than 11.3 VDC. Also required is an ignition switched 13.6 VDC wire to turn the radio on when the vehicle is operation, fused with a 4-amp fuse or breaker. This switched power must be able to sustain a 11.3 VDC or higher as the radio will not operate at lower voltages. Both switched and unswitched wires must be of a length that will allow the Department to mount the two-way radio in a location of their choosing.
- Q. Changeable Control System: Excavator must be equipped with a selectable control system, easily switchable from 'backhoe' style to SAE-style 2-lever control system with a switch.

## 5. BOOM

- A. Excavator must be a hydraulic articulating two section knuckle design. Boom must have a full 360-degree swing work area.
- B. Spring applied, hydraulic release automatic swing brake.
- C. One-piece boom, length 16 feet 9 inches to 16 feet 11 inches. \_\_\_\_\_
- D. Arm (stick) length, 10 feet to 10 feet 2 inches. \_\_\_\_\_

- E. Working ranges, standard OEM bucket (wo/coupler in calculations):
- a. Reach at ground level: minimum 29 feet 9 inches. \_\_\_\_\_
  - b. Maximum digging depth: minimum 21 feet 1 inch. \_\_\_\_\_
  - c. Dump height: minimum 20 feet 10 inches. \_\_\_\_\_
  - d. Lift capacity: Load Point Height 10 feet at Ground Line - over front, minimum 9,700 lbs. Over side also minimum 9,700 lbs. \_\_\_\_\_

6. HYDRAULIC MULTI-PIN GRAB COUPLER

- A. Excavator must be equipped with hydraulic pin grab attachment coupler system.
- B. It must be able to hydraulically attach and detach to OEM buckets and other implements with the same pin arrangement without any modification, using the standard bucket pins as attachment points.
- C. Operator must be able to completely control the coupler without leaving the cab and be able to visually confirm the coupler is locked in place.
- D. If possible, vendor must order excavator with factory hydraulic circuit(s) and control(s) to accommodate the coupler.

7. AUXILIARY HYDRAULIC CIRCUITS

- A. All excavators must be equipped with an additional auxiliary hydraulic circuit(s) suitable for future use in powering a hydraulic pavement breaker, compactor, or similar 1-way circuit attachment, as well as circuit(s) suitable for powering a hydraulic grapple attachment, jaw bucket, or other similar 2-way circuit attachment.
- B. May be a 1-way to 2-way easily convertible circuit - no parts required. If possible, machine must be ordered with factory hydraulic circuit(s) and control(s) to accommodate these circuit(s), otherwise vendor must install them.
- C. A combination of high flow hard lines along boom sections and hoses across joints must be installed to attachment installation point, or nominal end of boom, there capped if unused.

BUCKET ATTACHMENTS - The following buckets must be supplied with each machine, being fully interchangeable between machines.

8. ITEM 2 – 42-inch EXCAVATOR TRENCHING BUCKET

- A. 42-inch Trenching Bucket. Vendor must supply excavator manufacturers same brand or preferred heavy duty 42-inch wide with a nominal 0.99 yd<sup>3</sup> heaped capacity trenching bucket attachment.
- B. Trenching bucket must be outfitted with a minimum of 5 teeth with hardened replaceable tips. Bucket must have side wear guard strips. Pins must be provided and installed.

9. ITEM 3 – 60-inch TILTING DITCHING BUCKET – ROCKLAND TL

- A. Rockland 60-inch tilting ditching bucket

10. ITEM 4 – 3x2 GRAPPLE – WERK-BRAU WBBG42.1

- A. Werk-Brau WBBG42.1 grapple bucket

11. PAINT

Manufacturers standard paint is acceptable for all items.

12. MANUALS

A total of 5 complete sets of manuals will be required. Manuals must include operator's, complete service and repair procedures manual with complete engine set and wiring diagrams and a complete fully illustrated parts manual, to include all attachments and/or accessories. Electronic manuals are also acceptable.

## 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.

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

### 4.2 Contract Period

The term of the Contract will begin and end on the dates indicated in the RFP Procurement Timetable, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The successful bidder will be awarded a one (1) year contract with an option to renew for five (5) additional years in twelve (12) month increments. The Iowa DOT must have the sole option to renew the Contract for up to the number of annual renewals specified.

### 4.3 Contractor Qualification Requirement

Prior to execution of a contract with a contractor, the contractor must qualify to do business with the State of Iowa.

### 4.4 Service Schedule

Upon award of a Contract, the Iowa DOT and the Contractor must determine the service schedule if not already defined in the requirements section of the RFB.

### 4.5 Scope of Work (Services)

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

The contractor must prepare and deliver specifications to the Iowa DOT which will detail the design, technical and functional capabilities, and other attributes related to the project, all as more fully described in Section 3.

**Amendments to Scope of Services and Specifications.** The parties agree that the Scope of Services and the specifications may be revised, replaced, amended or deleted at any time during the term of this Contract to reflect changes in service or performance standards upon the mutual written consent of the parties.

**Industry Standards.** Services rendered pursuant to this Contract must be performed in a professional and workmanlike manner in accordance with the terms of this Contract and with generally acceptable industry standards of performance for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification must be the generally accepted industry standard.

As long as the Iowa DOT notifies the contractor promptly of any services performed in violation of this standard, the contractor will re-perform the services, at no cost to Iowa DOT, such that the services are rendered in the above-specified manner.

**Non-Exclusive Rights.** This Contract is not exclusive. The Iowa DOT reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

#### **4.6 Labor Regulations**

The Contractor must give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work.

All contractors, before entering into a contract with the Iowa Department of Transportation, must be registered with the Division of Labor in the Workforce Development Department, 515-281-3606 according to chapter 91C, Code 1993.

#### **4.7 Contract Termination**

It is imperative that the contractor consistently provides high quality services. Below are procedures that will be utilized in the event that the contract must be terminated due to the contractor's lack of ability to produce required results:

##### **4.7.1 Immediate Termination by the Iowa DOT**

The Iowa DOT may terminate this contract in writing for any of the following reasons effective immediately without advance notice:

**4.7.1.1** In the event the contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

**4.7.1.2** The Iowa DOT determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;

**4.7.1.3** The contractor fails to comply with confidentiality laws or provisions;

**4.7.1.4** The contractor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete

##### **4.7.2 Termination for Cause**

The occurrence of any one or more of the following events must constitute cause for the Iowa DOT to declare the contractor in default of its obligations under this Contract.

**4.7.2.1** The contractor fails to perform to the Iowa DOT's satisfaction, per Section 3 Project Specification requirements.

**4.7.2.2** The Iowa DOT determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur.

**4.7.2.3** The contractor fails to make substantial and timely progress toward performance and deliverables within the contract.

**4.7.2.4** The contractor consistently misses deadlines agreed upon with the Iowa DOT project managers.

**4.7.2.5** The contractor replaces key personnel with individuals who have less experience, knowledge and skills in the areas of their responsibilities.

**4.7.2.6** The contractor staff's knowledge, skills, and experience are unacceptable to the Iowa DOT and do not reflect what the contractor represented the skill sets of their staff that would be assigned to this engagement.

**4.7.2.7** The contractor's staff turnover is unacceptably high to Iowa DOT.

**4.7.2.8** The contractor fails to effectively manage contractor staff time and/or assignments.

**4.7.2.9** The contractor's quality of work is unacceptable to Iowa DOT (i.e. incorrect results, standards are not followed).

**4.7.2.10** The contractor's quantity of work is unacceptable to Iowa DOT. The contractor fails to perform additional assignments as requested.

**4.7.2.11** The contractor does not respond to critical issues and/or fails to participate in problem resolution when asked. This includes requests for support in the evenings and weekends.

**4.7.2.12** The contractor's deliverable(s) cause a major outage to the Iowa DOT's IT infrastructure.

**4.7.2.13** The contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the Iowa DOT reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

**4.7.2.14** The contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract.

**4.7.2.15** The contractor has engaged in conduct that has or may expose the Iowa DOT to liability, as determined in the Iowa DOT's sole discretion.

**4.7.2.16** The contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.

#### **4.7.3 Notice of Default**

If there is a default event caused by the contractor, the Iowa DOT must provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Iowa DOT's written notice to the contractor. If the breach or noncompliance is not remedied by the date in the written notice, the Iowa DOT may either:

**4.7.3.1** Immediately terminate the contract without additional written notice.

**4.7.3.2** Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

#### **4.7.4 Termination Upon Notice**

Following 30 days written notice, the Iowa DOT may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the contractor.

Following termination upon notice, the contractor must be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Iowa DOT up to and including the date of Termination.

#### **4.7.5 Termination Due to Lack of Funds or Change in Law**

The Iowa DOT must have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the contractor as a result of any of the following:

**4.7.5.1** Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under this Contract.

**4.7.5.2** 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.

**4.7.5.3** The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.

**4.7.5.4** The Iowa DOT's duties are substantially modified.

#### **4.7.6 Remedies of the Contractor in Event of Termination by the Iowa DOT**

In the event of termination of this Contract for any reason by the Iowa DOT, the Iowa DOT must pay only those amounts, if any, due and owing to the contractor for services actually rendered up to and including the date of termination of the contract and for which the Iowa DOT is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the Iowa DOT under this Contract in the event of termination. However, the Iowa DOT must not be liable for any of the following costs:

**4.7.6.1** The payment of unemployment compensation to the contractor's employees.

**4.7.6.2** The payment of workers' compensation claims, which occur during the contract or extend beyond the date on which the contract terminates.

**4.7.6.3** Any costs incurred by the vendor in its performance of the contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the contract.

**4.7.6.4** Any taxes that may be owed by the contractor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

#### **4.7.7 Vendor Termination Duties**

The contractor, upon receipt of notice of termination or upon request of the Iowa DOT, must:

**4.7.7.1** Cease work under this Contract and take all necessary and appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the contract, including, without limitation, results accomplished, conclusions resulting therein, any other matters the Iowa DOT may require.

**4.7.7.2** Immediately cease using and return to the Iowa DOT any personal property or materials provided by the Iowa DOT to the contractor.

**4.7.7.3** Comply with the Iowa DOT's instructions for the timely Transfer of any active files and work product produced by the contractor under this Contract.

**4.7.7.4** Cooperate in good faith with the Iowa DOT, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

**4.7.7.5** Issue credit to the Iowa DOT for any payments made by the Iowa DOT for services that were inappropriately billed for services that were not rendered by the contractor.

**4.7.7.6** Immediately deliver to the Iowa DOT any and all Deliverables for which the Iowa DOT has made payment (in whole or part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

**4.7.8 Unacceptable Deliverables**

The contractor must be required to perform the work for each deliverable in accordance with the terms, conditions, and representations of this Contract.

**4.8 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 must be the Contractor’s responsibility to have liability insurance covering all of the project operations incident to contract completion and the Contractor(s) must have on file with the Contracting Authority a current “Certificate of Insurance” prior to award of contract. The certificate must identify the insurance company firm name and address, contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement must apply with equal force, whether the work is performed by persons employed directly by the Contractor(s) including a subcontractor, persons employed by a subcontractor(s), or by an independent contractor(s).
- In addition to the above, the Contracting Authority must be included as an insured party, or a separate owner’s protective policy must be filed showing the Contracting Authority as an insured party.
- The liability insurance must be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance must be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance must be as follows:
  - Commercial General Liability including Contractual Liability;
  - Damage; Occurrence Basis Bodily Injury; Broad Form Personal Injury; Broad Form Property Damage.

**Bodily Injury**

The contractor will purchase and maintain throughout the term of this contract the following minimum limits and coverage:

• Each person	\$750,000
• Each accident/occurrence	\$750,000
• Workers Compensation	\$750,000
• Statutory Limits	\$750,000
• Employer’s liability	\$750,000
• Occupation Disease	\$750,000

## **Operations**

- Property Damage

\$250,000 each occurrence

The Contractor(s) must require all subcontractor(s) meet the above insurance requirements.

### **The Certificate of Insurance must include the following;**

- Iowa Department of Transportation must be listed as an additional insured
- Proposal Number
- Proposal Description
- Letting Date and Contract Period

#### **4.9 Force Majeure**

Neither Contractor nor the Iowa DOT must be liable to the other for any delay or failure of performance of this Contract; and no delay or failure of performance must constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure". As used in this Contract, "force majeure" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. Failure to perform by a subcontractor or an agent of the Contractor must not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor; claims or court orders which restrict Contractor's ability to deliver the goods or services contemplated by this Contract. If a "force majeure" delays or prevents Contractor's performance, the Contractor must immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance must be reasonably determined solely by the Iowa DOT.

During any such period, the Contractor must continue to be responsible for all costs and expenses related to alternative performance.

This Section must not be construed as relieving the Contractor of its responsibility for any obligation which is being performed by a subcontractor or supplier of services unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as described here.

#### **4.10 Care of Property**

The contractor must be responsible for the proper custody and care of any the State-owned tangible personal property furnished for the contractor's use in connection with the performance of the contract, and the contractor will reimburse the Iowa DOT for such property's loss or damage caused by the contractor, normal wear and tear excepted.

#### **4.11 Contractor Conduct**

The contractor must adhere to State and other written established work rules. The Iowa DOT Workplace Environment Policies and Procedures will be provided to the contractor. These rules consist of commonly accepted, professional business conduct.

#### **4.12 Confidential Information**

**4.12.1** The Contractor's employees, agents and subcontractors may have access to confidential information maintained by the Iowa DOT to the extent necessary to carry out its responsibilities under the Contract.

The Contractor must presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Iowa DOT. The Contractor must provide to the Iowa DOT a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality must address, as appropriate, information conveyed in verbal, written, and electronic formats. The Contractor must designate one individual who must remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract. The Contractor must provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract. The private or confidential information must remain the property of the Iowa DOT at all times.

**4.12.2** No confidential information collected, maintained, or used in the course of performance of the Contract must be disseminated by Contractor except as authorized by law and only with the prior written consent of the Iowa DOT, either during the period of the Contract or thereafter. Any data supplied by the Iowa DOT to the Contractor or created by the Contractor in the course of the performance of this Contract must be considered the property of the Iowa DOT. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Iowa DOT. The Contractor may be held civilly or criminally liable for improper disclosure of confidential information.

**4.12.3** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor must promptly notify the Iowa DOT and cooperate with the Iowa DOT in any lawful effort to protect the confidential information.

**4.12.4** The Contractor must immediately report to the Iowa DOT any unauthorized disclosure of confidential information.

**4.12.5** The Contractor's obligations under this section must survive termination or expiration of this Contract.

#### **4.13 Contractor Warranties**

Construction of Warranties Expressed in this Contract with Warranties Implied by Law. All warranties made by the Contractor in all provisions of this Contract and the Response by the Contractor, whether or not this Contract specifically denominates the Contractor's promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Iowa DOT must not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor.

The Contractor warrants that all the concepts, materials produced, the work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by the Contractor or the Iowa DOT will not infringe any copyright, patent, trademark, trade dress, or other intellectual property right of the Contractor or others. Any intellectual property provided to the Iowa DOT pursuant to the terms of this Contract, must be wholly original with the Contractor or the Contractor has secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such concepts, materials and work.

The Contractor represents and warrants that the concepts, materials and the Iowa DOT's use of same and the exercise by the Iowa DOT of the rights granted by this Contract must not infringe upon any other work, other than material provided by the Iowa DOT to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity.

The Contractor warrants that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel. The Contractor warrants that the deliverables under this Contract will operate in conformance with the terms and conditions of this Contract.

The Contractor warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity, which might derogate, encumber, or interfere with the rights granted to the Iowa DOT.

The Contractor warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Iowa DOT will not have any obligations with respect thereto.

The Contractor warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Contractor and any other materials, and methodologies used in connection with providing the services contemplated by this Contract.

The Contractor warrants that any software used in connection with the Internet Service must not contain any Trojan horses, worms, viruses or other disabling devices.

The Contractor expressly warrants to the standards in the industry all aspects of the goods and services provided by it or used by the Contractor and the Iowa DOT in performance of this Contract.

Contractor warrants that during the term of this Contract and any extension or renewal term, the Contractor must continually use and integrate the most current and up-to-date technology commercially available into the Internet Service and any components necessary for the Internet Service to function subject to the prior written approval of the Iowa DOT.

Bidder \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **SEALED BID**

**LETTING DATE:** April 17, 2019  
**PROPOSAL NO:** 22092  
**PROPOSAL DESCRIPTION:** Construction Equipment

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