IOWA STATE UNIVERSITY
REQUEST FOR QUOTATION NO. 63299

FOR UNDERLAYMENT, SOLID VINYL TILE, RUBBER FLOORING, RUBBER TREAD AND ACCESSORIES FOR

Freeman and Lyon Residence Halls
Department of Residence

Purchasing Department
Iowa State University
3616 Administrative Services Building
Ames, IA 50011-3616
February 11, 2016
BID INSTRUCTIONS AND CONDITIONS

1. GENERAL INFORMATION

1.1 Iowa State University, hereinafter the Owner, is soliciting bids to provide the material, labor and equipment to furnish and install new underlayment, solid vinyl tile, rubber flooring, rubber tread, and vinyl accessories in Freeman and Lyon Residence Halls at Iowa State University, in accordance with the attached specifications, schedule and drawings. The current flooring will have been abated under a separate contract prior to this work (with the exception of 201 Freeman, where glued-down broadloom will need to be removed).

2. RECEIPT AND OPENING OF BIDS

2.1 Bid is to be submitted and is to be received in the Iowa State University Purchasing Department, 3616 Administrative Services Building, Ames, IA 50011-3616, by 5:00 PM, on March 3, 2016. Your proposal can be submitted via fax (515-294-9606) or via email (quotedsk@iastate.edu). If you have any doubt that your bid has been received, call the University representative from the Purchasing Department for receipt information, at least two (2) hours prior to the bid opening date and time shown above.

2.2 ISU reserves the right to accept or reject any or all bids and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide a competitive advantage to any Company in the judgment of ISU. ISU also reserves the right to accept that bid that is deemed to be in the best interests of ISU.

2.3 A legally authorized representative of the Company shall sign the bid. Unsigned bids may not be considered. The official name, address and telephone number of the Company should be stated on the bid form.

2.4 All erasures or corrections are to be initialed by the person(s) signing the bid.

2.5 Failure to supply information requested is cause for rejection of the bid as being non-responsive.

2.6 This Request for bid does not commit ISU to make an award, nor will ISU pay any costs incurred in the preparation and submission of bids, or costs incurred in making necessary studies for the preparation of bids.

3. PREFERENCE LAWS  ISU shall give preference to purchasing from Iowa based businesses if the offers submitted are comparable in price to those submitted by other Contractors and meet the required specifications, according to Iowa Code §§73.1.

4. TIE BIDS  The Purchasing Department will resolve tie bids that are equal in all respects and tied in price by drawing lots. Whenever practicable, the drawing will be held in the presence of the Contractors who are tied in price. However, if this is not possible, the drawing will be made in front of at least three (3) persons and said drawing documented. Whenever a tie involves an Iowa firm and a firm outside the State of Iowa, the preference will be given to the Iowa firm according to Iowa Code §§73.1.

5. BIDDER'S REPRESENTATION

5.1 Each bidder by submitting a bid, represents that bidder has:
Pre-Proposal Meeting/Site Tour  Due to the sites being occupied by students, a single site visit is being arranged as part of the pre-proposal meeting. The pre-proposal meeting will be followed by site tour. This meeting/site tour will be held on Thursday, February 23, 2016 starting at 9:00 AM CDT at the Administrative Services Building. After a short meeting we will go to the site together.

Please email Cathy Beckman at csbeckm@iastate.edu and let me know that you will be attending and how many individuals will be in your group. The purpose of the conference is to answer questions and provide further clarification as may be required. Please email questions pertaining to the RFP to csbeckm@iastate.edu prior to this meeting. Verbal statements made by ISU representatives at this meeting, regarding changes in this request for proposal, will not be considered binding, unless confirmed by written addenda. Attendance at the pre-proposal conference is strongly encouraged since additional site visits would be inconsiderate of the building occupants. Failure to attend or have representation at this meeting will not result in Company or individual being ineligible to participate in the competitive process.

Drop in site visits will not be allowed due to current student occupancy.

5.1.1 Visited the site and is familiar with the conditions under which the work is to be performed including availability and cost of labor and materials.

5.1.2 Read and completely understands the Contract Documents.

5.1.3 Based the bid upon the materials described (where provided in the Contract Documents).

5.1.4 Field-verified all measurements provided in these documents. No additional compensation will be made for site measurement discrepancies that could have been made prior to the bid date.

5.1.5 Agreed to commence work on mutually satisfactory date per ISU proposed schedule.

5.2 Failure of the selected bidder to fulfill the provisions of this section shall in no way relieve the obligation of the bidder to furnish all material, labor and equipment necessary to carry out the provisions of the contract, nor shall such failure constitute grounds for extra compensation over the price stated in the accepted bid.

6. SUBCONTRACTORS

6.1 The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner.

6.2 The bidder shall list all firms, persons or other parties, on the Form of Bid, that will be awarded a subcontract, should the bidder be selected to perform the work.

6.3 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors), which shall contain provisions that:

1. preserve and protect the rights of the Owner under the Contract, with respect to the work to be performed under the subcontract, so that the subcontracting thereof will not prejudice such rights;
2. require that such work be performed in accordance with the requirements of the Contract Documents;
3. require prompt submission to the Contractor of all applications for payment under each subcontract.
4. require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;
5. waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in "Section 13, General Conditions of the Contract", except such rights as they may have to the proceeds of such insurance held by the Owner as trustee;
6. inform Subcontractors of their rights under Chapter 573, Code of Iowa; and
7. obligate each Subcontractor specifically to consent to the provisions of this paragraph.

7. SUBSTITUTIONS

7.1 Alternate materials and methods may be considered, if judged by the Purchasing Department to be in the Owner's best interests. Alternates must be described on the Request for Quotation form, and literature, shop drawings or data available for comparison and evaluation should be included. The Owner is under no obligation to consider alternates not approved prior to the bid due date.

7.2 Consideration of alternate materials or methods may be assured by obtaining written approval prior to the bid due date. Requests for such approval should be directed to the Purchasing Agent listed on the Request for Quotation. Include the ISU Request for Quotation Reference Number in all correspondence or phone conversations. Approval of any proposed alternate shall not be considered official until confirmed in writing from the ISU Purchasing Department.

7.3 All bids are assumed to be as specified in the Contract Documents unless alternates are noted on the Request for Quotation form or prior written approval of substitutions has been obtained.

8. ADDENDA AND INTERPRETATIONS

8.1 Each bidder shall examine the Contract Documents carefully and make written request to Cathy Beckman, Purchasing Department-ISU, 3616 Administrative Services Building, Ames, Iowa 50011-3616 for interpretation or correction of any ambiguity, inconsistency or error therein which may be discovered.

8.2 Any and all interpretations, corrections, revisions, and amendments shall be issued by the Purchasing Department, Iowa State University, to all holders of Contract Documents in the form of written addenda. All addenda so issued shall become part of the Contract Documents and shall be acknowledged in the bid.

9. QUALIFICATION OF BIDDERS

9.1 Bidders shall file with each bid a completed Board of Regents Equal Employment Opportunity Data Reporting Form as included in the Bidding Documents OR certify on the Certificate of Reporting, also included herewith, that an Equal Employment
Opportunity Data Reporting Form has been filed with Board of Regents Equal Employment Opportunity Compliance Officer. The bidder's attention is called to the requirements of the Code of Fair Practices of the General Conditions of the Contract.

9.2 Non-resident corporations submitting bids must be in compliance with Section 496A.103 of the Code of Iowa and legally authorized thereby to carry on such business in the state of Iowa.

9.3 The Owner gives preference to use of Iowa domestic labor in the constructing or building of any public improvement.

9.4 The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the Owner all such information and data for these purposes as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, a bidder fails to satisfy the Owner that the bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

9.5 Bidder (Contractor) and all subcontractors that are utilized shall be registered with the Iowa Labor Commission according to Senate File 2318. The bidder's (contractor's) registration number shall be included on the Form of Bid. Registration forms can be obtained from the Iowa Division of Labor at 1000 East Grand Avenue, Des Moines, Iowa 50319 (phone no. 515-242-5871). In the event that the selected bidder (contractor) is not registered by the date ISU intends to make an award, the bidder (contractor) will be allowed 10 calendar days to complete registration. If the registration number is not provided by the tenth calendar day, the award may be made to another bidder (contractor).

10. **BID PREFERENCE**

10.1 Preference shall be given to those products produced within the State of Iowa, when they are of a quality reasonably suited to the purpose intended, and can be secured without additional cost over foreign products or products of other states (Iowa Code §§73.1).

10.2 ISU shall give preference to purchasing from Iowa based businesses if the offers submitted are comparable in price to those submitted by other Contractors and meet the required specifications, according to Iowa Code Iowa Code §§73.1.

11. **REJECTION OF BIDS**

11.1 The Owner reserves the right to reject any or all bids received. Non acceptance of a bid will mean that another was deemed more advantageous to the Owner or that all bids were rejected.

11.2 Bids may be rejected because of faulty specifications, abandonment of the project, insufficient funds, evidence of unfair bidding procedures, failure to provide bid Security when required, evidence of contractor's financial instability, or by the Director of Business Affairs or his designee if, in their opinion, the best interests of the University will be served.

12. **MODIFICATION OR WITHDRAWAL OF A BID**

12.1 A bid shall not be modified, withdrawn or canceled by the bidder for a 30-day period following the date designated for the receipt of bids and the bidder so agrees in submitting the bid.
12.2 Prior to the time and date designated for receipt of bids, bids submitted early shall be modified or withdrawn only by written notice to ISU. Such notice shall be received by ISU on or prior to the designated date and time for receipt of bids.

12.3 Withdrawn bids may be resubmitted up to the time and date designated for receipt of bids.

13. AWARD OF CONTRACT

13.1 This request for quotation does not commit the Owner to award a contract or to pay any costs incurred in the submission of bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or supplies.

13.2 The Owner reserves the right to reject any or all bids, to waive irregularities, to negotiate with any offeror(s) considered qualified, to make award without discussions and to accept any bid deemed to be in the Owner's best interest. Notification of award to the successful Contractor shall take place as soon as possible after the due date, and shall be in the form of an ISU purchase order.

13.3 The Owner shall give preference to purchasing Iowa products and purchasing from Iowa based businesses if the bids submitted are comparable in price to those submitted by other bidders and meet the required specifications.

14. CONTRACT PERFORMANCE AND PAYMENT BOND

14.1 A 25% surety bond will be required for contracts totaling more than twenty-five thousand dollars ($25,000) prior to the commencement of any work. This bond will provide security for faithful performance of the Contract and for the payment of all persons performing labor and furnishing materials. The Contractor shall be required to furnish two (2) copies of the executed Contract Performance and Payment Bond, on the form included herein (see Attachment B). The surety on such bond shall be a surety Contractor duly authorized to do business in the state of Iowa, and said bond shall be countersigned by an Iowa Resident Agent. Attorneys-in-fact who sign surety bonds must file with each bond a certified and effectively dated copy of their power of attorney. A certified check in place of the bond is acceptable.

14.2 Upon notification of award and if requested, the Contract Performance and Payment Bond should be sent to Iowa State University Purchasing Department, 3616 Administrative Services Building, Ames, IA 50011. The ISU purchase order number should be referenced.

15. REFERENCES All offers shall include with their bid a list of examples of their experience in work similar to this project giving name and location of project and bidders' scope of work on this project.
GENERAL CONDITIONS
OF THE CONTRACT

1. DEFINITIONS

1.1 The Owner The Owner is Iowa State University. The term Owner means the Owner or the Owner's authorized representative.

1.2 The Contractor The Contractor is the person or organization to whom the Owner will issue a purchase order, when award of this request for quotation is made. The term Contractor means the Contractor or the Contractor's authorized representative.

1.3 The Work The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction and all materials and equipment incorporated or to be incorporated in such construction.

2. PERMITS/BUILDING CODE

2.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

2.2 All construction under this contract shall conform to the requirements of the Iowa State Building Code. The provisions of the Iowa State Building Code will be strictly adhered to and will take precedence over local governmental bodies' regulations. Work not regulated by the Iowa State Building Code shall be performed in accordance with other applicable local regulations.

3. ASSIGNMENT This contract may not be assigned or transferred by either party to this contract without the prior written consent of the other party.

4. RESPONSIBILITY FOR THOSE PERFORMING WORK

4.1 The Contractor shall skillfully supervise and direct the Work and shall be solely responsible for all construction, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. Contractor shall designate two competent persons for the Project, one of which will be on-site at all times during the performance of Contractor’s work.

4.2 The Contractor shall perform the Work so as to cause the minimum of inconvenience to and interruption of the Owner's operations. Contractor's failure to give the Owner timely notice of such intentions shall place the responsibility for any resulting delays or additional costs solely with the Contractor.

4.3 The Contractor shall at all times enforce strict discipline and good order among the contractor's employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned.

4.4 Incompetent or incorrigible employees shall be dismissed from the project by the contractor when so determined by ISU, and such persons shall be prohibited from returning to the project without the written consent of ISU.

4.5 The Contractor shall be responsible for the acts and omissions of all the contractor's employees and all subcontractors, employees, and all subcontractors, their agents and
employees and all other persons performing any of the work under a contract with the contractor.

4.6 Unless otherwise specifically provided in the contract documents, the contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the work.

5. SAFETY

5.1 The Contractor shall take all necessary precautions for the safety of and shall provide all necessary protection to prevent damage, injury or loss to:

1. all employees on the Work and all other persons who may be affected thereby;
2. all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of the Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

5.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property to protect them from damage, injury or loss and shall promulgate such safety regulations in the performance of the Work.

5.3 The Contractor shall comply with all OSHA regulations and furnish employee with proper safety equipment and training. The Contractor shall comply with OSHA's Confined Space Permit Entry Program when necessary.

6. OCCUPANCY DURING CONSTRUCTION The Owner reserves the right to enter upon the premises and store or attach such items as the Owner may elect without in any way affecting the Contract, providing such use of the premises does not substantially interfere with the progress of the Work. In addition to the foregoing, the Owner reserves the right to occupy the work, or portions thereof, after substantial completion. Such occupancy in no way acts to serve as an acceptance of the Work or to relieve the Contractor from obligation to continue the Work to completion. The Owner, in occupying the Work or a portion thereof, is liable for any actual damage done and caused by such occupancy.

7. OWNER'S RIGHT TO STOP THE WORK If the Contractor fails to correct defective work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work or any portion thereof until the cause for such order has been eliminated.

8. OWNER'S RIGHT TO CARRY OUT THE WORK If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails within seven days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven days following receipt by the Contractor of a second notice from the Owner, and without prejudice to any other remedy, make good such deficiencies. In such case an appropriate Contract Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to
cover such amount, the Contractor shall pay the difference to the Owner.

9. DELAYS AND EXTENSIONS OF TIME
If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any separate contractor employed by the Owner or by changes ordered in the Work or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or any causes beyond the Contractor's control or by any cause which the Owner determines may justify the delay, then the Contract Time shall be extended by such reasonable time as the Owner may determine.

9.2 All claims for extension of time shall be made in writing to the Owner no more than ten days after the occurrence of the delay. Otherwise, they shall be waived. In the case of a continuing cause of delay, only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

10. TERMINATION OF THE CONTRACT

10.1 If the Contractor is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of the Contractor's insolvency or if the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or otherwise is guilty of a substantial violation of provision of the Contract Documents, then the Owner may, without prejudice to any right or remedy and after giving the Contractor and the Contractor's surety seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may have the Work finished by the Owner's personnel or by another contractor selected by the Owner. In such case the Contractor shall not be entitled to receive any further payment until the aforementioned parties have completed the Work.

10.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

11. ACTS OF GOD
Whenever a Contractor’s place of business, mode of delivery or source of supply has been disrupted by strike, or act of God, it shall be the responsibility of the Contractor to promptly advise the Purchasing Department. ISU may elect to cancel all orders on file with the Contractor and place the order with another Contractor.

12. INDEMNIFICATION

12.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and its consultants, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation
of indemnity which would otherwise exist as to any party or person.

12.2 In any and all claims against the Owner or any of its consultants, agents or employees by any employee of the Contractor, and Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

12.3 The indemnification obligations of the Contractor shall not extend to the liability of the Owner, its consultants, agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Contract Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Owner, its consultants, agents or employees providing such giving or failure to give is the primary cause of the injury or damage.

13 COMPANY’S LIABILITY INSURANCE

Insurance and Related Requirements
The Contractor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, ISU shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor arising from Contractor’s business operation. The Contractor shall assess its own risk and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Minimum insurance coverages and requirements are as follows:

**Commercial General Liability**
- General Aggregate: $2,000,000
- Each Occurrence Limit: $1,000,000

**Automobile**
- $1,000,000 combined single limit each accident to include owned, non-owned, hired, or rented vehicles.

**Umbrella Liability**
- $1,000,000 each occurrence/$1,000,000 aggregate providing excess liability over the General Liability, Auto Liability and Employers Liability.

**Worker’s Compensation and Employer’s Liability**
- Statutory Limits of $100,000/$500,000/$100,000

Worker’s Compensation Policy shall include a Waiver of Subrogation in favor of Iowa State University; Board of Regents, State of Iowa; and the State of Iowa. Endorsement form WC 00 03 13 shall be attached to the Certification of Insurance if waiver language is not stated on the actual certificate.

Workers Compensation coverage is required for all personnel working under this agreement for Iowa State University. All of the contractor’s employees, partners, members, officers and sole proprietors must be included.
Additional Requirements

- The company(ies) providing coverage must be at least A- Class VII rated by A.M. Best Company.

- The State of Iowa; the Board of Regents, State of Iowa; and Iowa State University must be named as additional insureds for General Liability and Excess Liability. All legal entities referenced above must be individually listed on the certificate as an additional insured for liability coverage. Additional insured status shall be on a primary and non-contributory basis.

The Policy shall name Iowa State University; the Board of Regents, State of Iowa; and, the State of Iowa as additional insureds with respect to all operations and related work and shall provide that such insurance applies separately to each insured against whom claim is made or suit is brought. The additional insureds shall be added under CG 20 10 (7-04) endorsement or older edition dates and attached to the certificate of insurance.

- Iowa State University requires occurrence coverage. The certificates should be marked “occurrence.” If there is no box marked “occurrence,” we require the notation “occurrence form” in the Special Conditions box.

- Contractor must maintain insurance coverage throughout the term of the work. Failure to maintain insurance coverage throughout the term shall be considered a breach of contract.

- All policies must be written on a primary basis, non-contributory with any other insurance and/or any self-insured funds of Iowa State University; State of Iowa; and Board of Regents, State of Iowa.

- Contractor shall require all of its Subcontractors and their respective Sub-subcontractors to carry insurance coverage that meets these same insurance requirements or insure the activities of Subcontractors in the Contractor’s own policy.

- All policies and endorsements may not be non-renewed, cancelled or materially changed or altered unless thirty (30) days’ advance written notice via certified mail is provided to Iowa State University, Purchasing Department.

The certificate must be mailed or faxed to:

Iowa State University
Purchasing Department
3616 Administrative Services Bldg., Ames, IA 50011-3616
Phone: 515-294-4860 Fax: 515-294-9606

14. LAWS Terms and provisions of this bid request and any contract resulting from this bid request shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this bid request or contract resulting from this bid request shall be instituted in the appropriate courts in the State of Iowa.

15. CLEAN UP

15.1 The Contractor shall at all times keep the site of the Work and adjacent premises as free from materials, debris, rubbish and trash as practicable, and shall remove same from any portion of the site if, in the opinion of the Owner such materials, debris, rubbish or trash constitute a nuisance or are objectionable in any way to the public.
15.2 At the completion of the Work, the Contractor shall remove all materials, implements, barricades, equipment, staging, piling, falsework, debris and rubbish connected with or caused by operations for such work immediately upon the completion of that work and shall leave the premises in perfect condition insofar as affected by the work under this Contract. Fires for disposal of rubbish on the site are prohibited.

15.3 If the Contractor should fail to clean up the premises as required in the above subsections 15.1 and 15.2, the Owner after giving the Contractor 48 hours notice may do so and charge the cost thereof to the Contractor.

16. GUARANTEE

16.1 The Contractor shall unconditionally guarantee all materials, workmanship and equipment furnished under the Contract for one (1) year after final acceptance by Owner, unless otherwise stated in the "Specifications". Such guarantee shall include all parts, materials and labor required to cure all defects. Manufacturer's warranties longer than one (1) year shall be extended to the Owner.

16.2 The Guarantee provided herein shall be in addition to and not in limitation of any other guarantee or remedy provided by law or by the Contract Documents.

17. WARRANTY

17.1 The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work will be of good quality, free from faults and defects in conformance with the Contract Documents. All work not conforming to these standards including substitutions not authorized as provided elsewhere in the Contract Documents may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

17.2 The warranty provided herein shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Contract Documents.

18. CODE OF FAIR PRACTICES

During the performance of this contract, the Contractor agrees as follows:

18.1 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age or physical or mental disability, or status as a Vietnam-era/disabled veteran. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age or physical, mental disability, or status as a Vietnam-era/disabled veteran except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Board of Regents setting forth provisions of this nondiscrimination clause.
18.2 The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sex, age or physical, mental disability, or status as a Vietnam-era/disabled veteran except where it relates to a bona fide occupational qualification.

18.3 The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

18.4 The Contractor will comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended, Iowa Executive Order #15 of 1973, as amended by Iowa Executive Order #34 of 1988, Federal Executive Order 11246 of 1965 as amended by Federal Executive Order 11375 of 1967, the Equal Employment Opportunity Act of 1972, and all provisions relevant to fair application of the rules and regulations of the Board of Regents and its institutions. The Contractor will furnish all information and reports requested by the Board of Regents or its institutions or required by or pursuant to the rules and regulations thereof and will also permit access to its payroll and employment records by the Board of Regents or its institutional representatives for purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.

18.5 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations or requests, this Contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the Board of Regents. In addition, the Board of Regents or its institutions may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Iowa Civil Rights Act of 1965 as amended, Chapter 601A, Code of Iowa, as heretofore and hereafter amended, or by the rules and regulations of the Board of Regents or its institutions or as otherwise provided by law.

18.6 The Contractor will include the provisions of Paragraph 18.1 through 18.5 hereof in every subcontract and purchase order unless specifically exempted by approval of the Board of Regents, in accordance with the rules and regulations of said Board, so that such provisions will be binding on each Subcontractor and Contractor. The Contractor will take such action with respect to any Subcontractor or purchase order as the Board of Regents or its institutions or the authorized representative thereof, may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation by a Subcontractor or Contractor as a result of such direction by the Board of Regents or its institutions, the Contractor may request the state of Iowa to enter into such litigation to protect the interests of the state of Iowa.

19. **EMERGENCIES** In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in sections 9 and 21 of the General Conditions of the Contract.
20. CONTRACT CHANGE ORDER

20.1 A Contract Change Order is a written order to the Contractor issued after the award of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Contract Change Order.

20.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by the Contract Change Order and shall be performed under the applicable conditions of the Contract Documents.

20.3 The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

1. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantial data to permit evaluation;
2. by unit prices stated in the Contract Documents or subsequently agreed upon; or
3. by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

20.4 It shall be the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized in behalf of the Owner. No charge for extra work or any other change in the Contract will be allowed unless the extra work or change has been authorized in writing by the Owner, and the compensation or method thereof is stated in such written authority.

20.5 Should concealed conditions encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, and such conditions will be considered by the Contractor as the basis for a claim for extra compensation, the Contractor shall immediately notify the Owner of the alleged variance before such conditions are disturbed. By failing to give such notice, the Contractor shall waive all rights to extra compensation of any kind arising out of the unusual conditions. The Owner shall investigate the unusual conditions promptly upon receipt of Contractor's notice and shall determine the Contractor's right to additional compensation and/or additional time. Any and all such changes in Contract Sum or Contract Time arising out of the discovery of unusual conditions shall be treated in accordance with the provisions of this section.

20.6 No change or additional work is authorized unless approved by the ISU Purchasing Department.

21. CLAIMS FOR ADDITIONAL COST

21.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, the Owner shall be given written notice within ten days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with section 20. No such claim shall be valid
unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Contract Change Order.

21.2 If the Owner shall determine the conditions to be such as to justify a claim for additional compensation, the Owner shall provide for additional payment for the particular phase of work in question by a negotiated agreement with the Contractor upon new unit Contract prices, by costs plus an agreed percentage, or by any other equitable arrangements mutually agreed upon by the Owner and the Contractor and, if necessary, consented to in writing by the surety to the bond. In any event the Contractor shall not be relieved from the obligation of resuming construction operations pending decision as to the validity of a claim or pending the execution of a negotiated agreement to cover additional costs if a claim shall be recognized under the provisions of this section.

22. **CONTRACT CLOSE-OUT**

22.1 When the Contractor considers the work is complete, notification is made to the Owner's representative, Mike Stecker or Julie Hartl Barr.

22.2 An inspection to verify the status of completion will be made with reasonable promptness.

22.3 Should the work be considered incomplete or defective, the Contractor will be notified in writing, listing the incomplete or defective work. The Contractor shall take immediate steps to remedy the stated deficiencies.

23. **FINAL ACCEPTANCE AND PAYMENT**

23.1 Upon request for final inspection and acceptance, the Owner will promptly make such inspection, and when the work is found acceptable and in compliance with the Contract Documents, and the Contract fully performed, the Owner will request that the Contractor submit a request for payment on the Contractor's standard billing form. The Owner will authorize payment on an Iowa State University voucher in the amount of 95% of the contract price, less any progress payments already made, and issue a Notice of Acceptance. Such notice will be established the date upon which the Contract is accepted as complete, and upon which all remaining guarantees under the Contract shall commence. It shall also establish the commencement of the thirty-day period during which final payment of the balance due under the Contract must be retained by the Owner under Section 573.14 of the Code of Iowa and per provisions of the Agreement.

23.2 If at the end of the thirty-day period referred to in subparagraph 23.1 there are no claims on file with the Owner and application for payment has been submitted, final payment will be made. If claims are on file with the Owner, the Owner shall retain from the balance due under the contract, a sum double the total amount of all such claims until such claims are released or a bond filed under the provisions of Chapter 573 of the Code of Iowa.

23.3 The Owner may decline to approve an Application for Payment and may withhold payment in whole or in part, to the extent necessary to reasonably protect the Owner. The Owner may also decline to approve any Application for Payment or, because of subsequent discovered evidence or subsequent inspections, the Owner may nullify the whole or any part of any payment previously issued, to such extent as may necessary to protect the Owner from loss because of:

1. defective work not remedied;
2. third party claims filed pursuant to Chapter 573 of the Code of Iowa or reasonable evidence indicating probable filing of such claims;
3. reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;
4. reasonable evidence that the work will not be completed within the contract time;
5. unsatisfactory prosecution of the work by the contractor;
6. damage to the Owner or another contractor.

23.4 Evaluation The evaluation of bids submitted will be based upon, but not limited to, the following criteria:

- Cost
- Ability to meet Project schedule
- Ability to provide satisfactory references
- Responsiveness to RFQ terms and conditions
- Inclusion of materials requested in this RFQ

24. BACKGROUND CHECKS

24.1 Contractor shall ensure that no Contractor employee or Subcontractor employee is assigned to perform work at ISU Department of Residence if such employee has been convicted of or pled guilty (including deferred judgment) to any felony or misdemeanor involving violence, theft or sex crimes. If Contractor believes the timing or circumstances of an employee’s conviction or the employee’s rehabilitation efforts warrant a waiver of this requirement, Contractor may submit to ISU a written request for such a waiver. ISU shall determine whether to grant such request at its sole discretion.

24.2 Contractor shall develop procedures to comply with this requirement, which at a minimum shall include the following:

24.2.1 Each employee the Contractor assigns to perform work at an ISU Department of Residence facility shall be subject to a criminal background check. This will apply to all subcontractors as well.

24.2.2 The criminal background check shall be performed by a law enforcement agency or a person, company, or agency that regularly engages in the practice of researching and assembling criminal history information on specific persons for the purpose of furnishing criminal history reports to third parties and is accredited by the National Association of Professional Background Screeners (NAPBS)

24.2.3 The criminal background check shall cover a minimum of seven years prior to the date of assignment of the employee to an ISU Department of Residence facility.

24.2.4 The criminal background check must have been conducted prior to the date the Contractor assigns the employee to an ISU Department of Residence facility.

24.2.5 The criminal background check shall include records for any jurisdiction in which the employee has lived and/or worked during the preceding seven year period.
24.2.6 Contractor shall obtain any required consent from the employee and shall comply with the Fair Credit Reporting Act as applicable.

24.2.7 If Contractor has or obtains other criminal background information, including police reports and arrest information, which potentially disqualifies an employee otherwise deemed eligible by Company to provide services, Company shall promptly notify ISU.

24.3 Contractor shall retain written documentation as proof of compliance with these requirements. An affidavit of compliance will be provided to ISU prior to award of the contract. Upon reasonable notice, ISU may review such documentation for the purpose of auditing compliance.

25. CONTRACTOR IDENTIFICATION BADGES Contractor shall provide all employees and subcontractor employees with a Contractor identification badge to be worn at all work sites. The identification badge will include a photo of the employee, company name and employee’s full name. Failure of the employee to not properly display the identification badge may be cause for removal of employee from the Work or cancellation of the contract. Failure of Contractor to enforce this requirement may be cause for cancellation of the contract.
GENERAL REQUIREMENTS

1 SCOPE OF WORK

1.1 Contractor to prep floors and install new underlayment, rubber flooring, rubber tread, solid vinyl tile and vinyl accessories in Freeman and Lyon Residence Halls.

1.2 List of Drawings and Attachments:
   1.2.1 A1: Freeman – First and Second Floor Finish Plans with Dimensions
   1.2.2 A2: Freeman – Third and Fourth Floor Finish Plans with Dimensions
   1.2.3 A3: Lyon – First and Second Floor Finish Plans with Dimensions
   1.2.4 A4: Lyon - Third and Fourth Floor Finish Plans with Dimensions
   1.2.5 Project Schedule

1.2 Premeasure, furnish, and install underlayment, solid vinyl tile, vinyl base and accessories.

   1.2.1 Student Room Flooring – Solid Vinyl Tile – Centiva, Event, Harvest Oak WP-3352-E RU, 6” x 36”, square edge, random installation.
   1.2.2 Stair Landings – Rubber Flooring – Nora Rubber Flooring, Norament Grano Tile, Ammonite #4896.
   1.2.3 Stairs – Rubber Tread – Nora Rubber Flooring, Norament Grano Tile, Ammonite #4896.
   1.2.4 Vinyl Accessories – Mannington, Night Black #901 or equivalent. Contractor shall provide and install transition strip at each location of a change in flooring material, in both new-to-new, and/or new-to-existing locations. Transition strip shall be centered under door leaf, if applicable. The current wood base and trim will be retained.

1.3 All sub floor preparation, underlayment and flooring installation to be in accordance with manufacturers’ instructions and these specifications. Contractor shall be responsible for modification of the sub floor where floors are changing from two different materials/heights to one material/height. Manufacturer's Instructions: Submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation. Should manufacturers’ instructions conflict with Contract Documents, request clarification from Owner before proceeding.

1.4 Any doors that are removed must be replaced in the exact location that they were removed from.

1.5 Contractor is to protect flooring in stairs and hallways that is to remain.

1.6 Fire Alarm System and Components- Please contact Jay Krogh, DoR Fire and Safety at 515.460.7028 before proceeding with any work that might impact the building fire alarm system. ISU DoR Fire and Safety will assist Contractors to insure the system is protected during construction. Please do not use tape or other means of covering active smoke detectors. Nuisance alarms caused by Contractors will result in a $500.00 penalty per incident against the contract.
1.7.1 Utilities - Systems and equipment must be returned to "like new" condition prior to substantial completion and turnover to Owner.

1.7.2 Electricity - Contractors shall have access to existing building power in each building. Exercise measures to conserve energy.

1.7.3 Water - Connect to existing water source for construction operations, as approved by Owner. The Owner will pay cost of water used. Exercise measures to conserve water. Water for cleaning tools will be provided on each floor at a mop sink/janitor’s closet. Contractor shall take care that materials are not disposed of down drains. Kitchen and bathroom sinks are not to be used by contractors for construction activities of any kind.

1.7.4 Ventilation - Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulations of dust, fumes, vapors, or gases. Any temporary ventilation required to do Contractor’s work is the responsibility of that individual Contractor.

1.6.5 Temporary Sanitary Facilities - The Owner will provide access to public bathrooms on the first floor of each building. Drinking water will be available from drinking fountains throughout the buildings. Drinking fountains are to be used for drinking water only. Contractor shall take care to ensure existing facilities are not damaged, including ensuring that other non-public bathrooms in the building are not used. Repair of any damage to or cleaning resulting from usage of non-public toilet facilities will be responsibility of Contractor.

1.7.6 Elevators – Elevators are freight-only. All traffic between floors not requiring the transportation of materials or equipment should be through the stair shaft. Elevators are to be run in independent mode, with the Contractor taking care not to damage elevators.

1.8 Security - Provide security and facilities to protect Work, and Owner's operations from unauthorized entry, vandalism, or theft. Building entry doors shall not be propped open except when Contractor is actively moving items into or out of the building. Contractor to provide scheduled hours of work to the Owner. Owner will arrange for automatic unlocking and locking of exterior doors according to provided work schedule.

1.9 Pre-Construction Meeting

1.9.1 The Owner will schedule a Pre-Construction meeting after the Notice of Award. Attendance Required: Owner, Contractor, and Contractor's Superintendent.

1.9.2 Each Contractor shall review durations for the activities identified in the Project Schedule prior to the pre-construction meeting with the Owner and other Contractors. Each Contractor will review the activity durations provided and discuss logical constraints for the activities.

1.10 Weekly Coordination Meetings

1.10.1 Contractor's Foreman/Onsite Supervisor shall attend the Weekly Coordination Meeting scheduled by the Owner. The purpose of this meeting will be to plan the next week’s activities.

1.10.2 Contractor will be required to attend this meeting every week while Contractor is performing work onsite and the meeting the week prior to the Contractor beginning work.
2. INSTALLATION TIME FRAME

2.1 Work is to be performed within the following scheduled dates. The bidder acknowledges by submission of their bid that they will conform to the Project Schedule and work cooperatively with Owner and all other Contractors to achieve milestone completion dates. Contractor shall plan to mobilize multiple times and/or with multiple crews, if necessary, to complete its Work. Contractor should indicate on their Form of Bid if they can complete the work in this timeframe. Contractor will be allowed 24 hour/7 day access to the building during this timeframe. See Attachment “2016 Freeman and Lyon Life Cycle Project Schedule”.

<table>
<thead>
<tr>
<th>Crew 1</th>
<th>Lyon</th>
<th>Install Flooring 4th Floor</th>
<th>May 16 to 27</th>
<th>10 Days</th>
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<tbody>
<tr>
<td>Lyon</td>
<td>Flooring Punch List 4th Floor</td>
<td>May 31</td>
<td>1 Day</td>
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<tr>
<td>Lyon</td>
<td>Install Flooring 2nd Floor</td>
<td>May 31 to June 13</td>
<td>10 Days</td>
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<tr>
<td>Lyon</td>
<td>Flooring Punch List 2nd Floor</td>
<td>June 14</td>
<td>1 Day</td>
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<tr>
<td>Freeman</td>
<td>Install Flooring 4th Floor &amp; South Stair</td>
<td>June 14 to 29</td>
<td>12 Days</td>
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<tr>
<td>Freeman</td>
<td>Flooring Punch List 4th Floor &amp; South Stair</td>
<td>June 30</td>
<td>1 Day</td>
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<tr>
<td>Freeman</td>
<td>Install Flooring 2nd Floor</td>
<td>June 30 to July 14</td>
<td>10 Days</td>
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<tr>
<td>Freeman</td>
<td>Flooring Punch List 2nd Floor</td>
<td>July 15</td>
<td>1 Day</td>
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<tr>
<th>Crew 2</th>
<th>Lyon</th>
<th>Install Flooring 3rd Floor</th>
<th>May 19 to June 2</th>
<th>10 Days</th>
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<tbody>
<tr>
<td>Lyon</td>
<td>Flooring Punch List 3rd Floor</td>
<td>June 3</td>
<td>1 Day</td>
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<tr>
<td>Lyon</td>
<td>Install Flooring 1st Floor</td>
<td>June 3 to 16</td>
<td>10 Days</td>
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<tr>
<td>Lyon</td>
<td>Flooring Punch List 1st Floor</td>
<td>June 17</td>
<td>1 Day</td>
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<tr>
<td>Freeman</td>
<td>Install Flooring 3rd Floor &amp; North Stair</td>
<td>June 17 to July 5</td>
<td>12 Days</td>
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<tr>
<td>Freeman</td>
<td>Flooring Punch List 3rd Floor &amp; North Stair</td>
<td>July 6</td>
<td>1 Day</td>
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<tr>
<td>Freeman</td>
<td>Install Flooring 1st Floor</td>
<td>July 6 to 19</td>
<td>10 Days</td>
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<tr>
<td>Freeman</td>
<td>Flooring Punch List 1st Floor</td>
<td>July 20</td>
<td>1 Day</td>
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2.1.1 Bidders are requested to promptly notify the Owner of variances between activities shown in the schedule and the work shown on the Contract Documents.

2.1.2 If the Contractor fails to progress accordingly to the Project Schedule, including updated revisions, they shall promptly implement additional means and methods of construction to make up for lost time and complete the Work in accordance with the Project Schedule at no additional cost to the Owner, except as specifically provided for in the Conditions of the Contract. Corrections to activities failing to progress according to the Project Schedule will be made on a weekly basis, if not daily basis, so that activities are back in accordance with the Project Schedule by the start of work the next Monday. Means of correction shall include, but not be limited to, Saturday work, Sunday work, additional weekday hours, additional manpower, etc.

2.1.3 If the Owner notifies the Contractor of any change in the Contract or if other conditions arise which are likely to cause or are actually causing delays, the Contractor shall notify the Owner, in writing, within two (2) days of such notice, or the occurrence of
such conditions. This notice shall document the effect of any such change or other condition upon the Project Schedule and shall provide recommendations for revising the Project Schedule with the reason therefore.

3. **SCHEDULING WORK** Contractor will be responsible for coordinating the work schedule with the Owner. Daily contact will be made with the Owner regarding the area to be done.

4. **CONTRACTORS DAILY REPORTS** The Contractor's Superintendent shall maintain a daily log of the construction process, starting on the initial day of site mobilization. Contractor may use their own form or construction industry standardized form.

   4.1 Submit at least weekly to Owner.

   4.2 Payment may be withheld for incomplete, inaccurate reports or missing reports.

   4.3 Contractor's Daily Log to document the following information:

      4.3.1 Day of the week and date
      4.3.2 Contractor, Job Name, and Job Numbers
      4.3.3 Temperature and weather conditions
      4.3.4 Work force on site, itemized by labor type.
      4.3.5 Identification of material purchased and delivered
      4.3.6 Work performed each day
      4.3.7 Problems, delay impacts, unforeseen site conditions
      4.3.8 Deficiencies noted and corrective work performed
      4.3.9 Special Assignments, added scope work, authorization
      4.3.10 Signature of Job Superintendent

5. **EXISTING FURNITURE** The building contains Owner furniture. The Owner will provide all labor necessary to move the furniture during flooring installation.

6. **CONSTRUCTION AREA** The Contractor shall limit his construction activities, including materials storage, to areas designated by the Owner.

7. **VEHICLE PARKING**

   7.1 All Contractors are expected to follow University Traffic Regulations while on campus. Provide and maintain access to fire hydrants, free of obstructions.

   7.2 Parking for Contractor's firm owned vehicles is limited, in number and location, to parking spaces designated by the Owner.

   7.3 Parking of additional firm vehicles and private vehicles of workers shall be in an area allocated by ISU Parking, Iowa State University. Current anticipated location is at the southwest corner of Iowa State Center parking lot, with shuttle bus service to the project.

   7.4 Traffic and parking regulations of the University are applicable and violators are subject to fines for infractions. Vehicles illegally parked may also be towed away and impounded.

8. **EXISTING FACILITIES**

   8.1 Any damage caused by the Contractor to existing facilities shall be replaced by the Contractor at no expense to the Owner.

   8.2 Lawn Areas - Contractor's vehicles may not be driven into lawn areas without prior approval of the Facilities Planning & Management Administration. In those cases where it
is necessary to drive such a vehicle or vehicles, Contractor shall provide planking material upon which to drive. Contractor will be held responsible for damages if these procedures are not followed.

9. MEASUREMENTS Before ordering any material or doing any work, the Contractor shall verify all measurements at the site and shall be responsible for the correctness of same. No extra compensation will be allowed on account of differences between actual dimensions and the measurements as shown on the Drawings; any difference which may be found shall be submitted to the Owner for consideration before proceeding with the Work. All measurements on drawings are for information only. Contractor is responsible for verification.

10. MAINTENANCE MANUALS The Contractor shall, before final acceptance, submit one copy of the maintenance and cleaning instructions.

11. REMOVAL OF DEBRIS AND CLEAN UP Debris generated by demolitions activity shall be removed from the job site on the same day it is generated. Disposal shall be the responsibility of the Contractor. Contractor to include dumpsters and/or other means for disposal of debris by their own work. Contractor shall include in its bid all fees associated with the disposal of debris, rubbish, and other materials resulting from Contractor work. In addition to the requirements for clean up, as specified in the General Conditions, the Contractor shall clean up, to the Owner's satisfaction, all construction materials spilled on or around the buildings. The Contractor shall dispose of all rubbish and debris off-campus in an approved landfill area. DO NOT use University dumpsters.

12. FINAL CLEANING

12.1 In addition to regular “REMOVAL OF DEBRIS AND CLEAN UP”, prior to completion of the Work, the Contractor will perform the following Final Cleaning items:

12.2 Remove excess adhesive without damage, from floor, base, and wall surfaces.

12.3 Clean Solid Vinyl Tile in accordance with manufacturer's instructions.

12.4 Vacuum carpet surfaces, removing debris and excess nap.

12.5 Sweep concrete floors broom clean in unoccupied spaces.

12.6 Clean plumbing fixtures that were used by the Contractor to a sanitary condition, free of stains.
FORM OF BID No. 63299

The undersigned bidder hereby proposes to furnish and install all materials requested and furnished by ISU for:

FURNISH AND INSTALL NEW SOLID VINYL TILE, RUBBER FLOORING, RUBBER TREAD AND VINYL ACCESSORIES IN FREEMAN AND LYON RESIDENCE HALLS

having read and understood the "Bid Instructions and Conditions", "General Conditions of the Contract", and the "General Requirements", and the “drawings”, which along with this "Form of Bid" comprise the Contract Documents, hereby proposes to furnish all labor, equipment, materials and supplies in accordance with the Contract Documents, within the time set forth and at the prices stated below:

Bidder acknowledges receipt of the following Addenda, which are a part of the Bidding Documents.

Numbers: _______ _______ _______ _______

FREEMAN AND LYON RESIDENCE HALLS

BASE BID A:

Provide all materials and all accessories required for the sum of:

_____________________________________________________________ dollars ($__________).

BASE BID B:

Provide all labor and materials required to remove existing carpet, prep floors and install all materials and accessories for the sum of:

_____________________________________________________________ dollars ($__________).

GRAND TOTAL

Base Bid A + Base Bid B shall be provided for the complete sum of

_____________________________________________________________ dollars ($__________)

Provide Performance Bond = 25% of total bid price $___________ cost to be added to Grand Total.

Or – Company will be providing a Cashier’s Check in lieu of Bond__________Yes

Payment Terms ________________________________

( Failure to indicate your terms will mean that if your bid is accepted, Iowa State University will apply a 5 percent cash discount for payments made within 15 days of receipt of your invoice in the Purchasing Department or completion of the construction project, whichever is later. ISU cannot make payment of an invoice before an item is received, nor can we make a down payment with an order.)

Contractor can complete job per schedule listed in Section 3? ______ Yes ______ No. If no, when could work be completed by? __________________________
Please note: Your bid may not be considered complete unless the following are included with your offer, indicate compliance in the space provided:

Compliance

[ ] Form of Bid completed and signed by your company's authorized official.

[ ] References as per Section 15. "Bid Instructions to Bidders".

[ ] List of subcontractors which your firm intends to award a portion of the work to. Provide name, address, phone number and contact person.

[ ] No subcontractors will be used by my firm on this project.

Business Name

Iowa Department of Labor Registration Number

Official Address

Telephone Number

Email

Authorized Signature

Typewritten or Printed Signature

Date
Please provide the names of any subcontractors your firm intends to award a portion of this Work to, should your firm be awarded this bid.

<table>
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<tr>
<th>Subcontractor's Company Name or Owner</th>
<th>Address</th>
<th>Contact Person &amp; Phone Number</th>
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Please provide the names of references for similar projects completed within the last three years.

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Please provide the names of references for similar projects completed by the **Subcontractor** within the last three years.

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<th>References' Company Company Name or Owner</th>
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FORM OF BID  
ATTACHMENT A  
CERTIFICATE OF REPORTING

The undersigned hereby certifies that he/she has, in the past twelve months, filed an Equal Employment Opportunity Data Reporting Form with the Iowa State Board of Regents Equal Employment Opportunity Compliance Officer, Old State Historical Building, Des Moines, Iowa 50319.

________________________________________
Company Name

________________________________________
Address

________________________________________
City                State                Zip Code

________________________________________
Signature of Official Completing this Report

________________________________________
Date

This should be signed by the same legally authorized representative who signs the bid.
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,

do business as a construction contractor in the State of Iowa, and

(thereinafter called the "Surety"), a corporation duly authorized to do a surety business under the Laws of the State of Iowa, are held and firmly bound unto the Board of Regents, State of Iowa, (hereinafter called the "Obligee"), in the penal sum of Dollars ($ ), lawful money of the United States, for the payment of which well and truly to be made unto the said Obligee, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the day of , 20 , the said Principal entered into a written Agreement with Obligee to remove existing, furnish and install new flooring and accessories in Freeman and Lyon Residence Halls Ames, Iowa as set forth in detail in the Proposal Instructions and Conditions, Detailed Specifications, Drawings and General Conditions of the Contract and other related Contract Documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, If the said Principal shall well and truly perform and complete said project in strict accordance with said Agreement including completion of construction within the time limits specified, together with full compliance with other requirements set forth by Proposal Instructions and Conditions, Detailed Specifications, Drawings and General Conditions of the Contract, and other related Contract documents shall comply with all the requirements of the laws of the State of Iowa, shall pay as they become due all just claims for work or labor performed and materials furnished in connection with said Agreement, and shall defend, indemnify, and save harmless Obligee against any and all liens, encumbrances, damages, claims, demands, expenses, costs, and charges of every kind including patent infringement claims except as otherwise provided in said specifications and other Contract Documents, arising out of or in relation to the performance of said work and the provisions of said Agreement, then these presents shall be void; otherwise they shall remain in full force and effect in any manner necessary to guarantee completion of the Contract in full compliance with the Contract Documents and within the construction period stated therein.

The Principal and the Surety on this bond hereby guarantee the full performance of said Agreement by the Principal and hereby covenant and agree to save the Obligee harmless from any and all defaults or failures of the principal to so perform, and to pay, to the extent of the amount of this bond, any and all damages occasioned to the Obligee by the failure of the Principal to fully perform as required under his Contract.

This obligation is made for the use of said Obligee and also for the use and benefit of all persons who may perform any work or labor or furnish any material in the execution of said Agreement and may be sued on thereby in the name of said Obligee. The Principal and Surety on this bond hereby agree to pay to all persons, firms, or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or material furnished in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the Obligee is required to retain until completion of the public improvement, but the Principal and surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

a. To any extension of time to Contractor in which to perform the contract.
b. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only as to such excess increase.

c. That no provision of this bond or of any other contract shall be valid which limits to less than one year from the time of final acceptance of the work the right to sue on this bond for defects in workmanship or material or construction in noncompliance with the Contract Documents not discovered or known to the Obligee at the time such work was accepted.

IN TESTIMONY WHEREOF, The parties hereunto have caused the execution hereof in two (2) original counterparts as of the ___ day of _____________, 20____.

(SEL)  
Attest: Principal

__________________________  Signed By ____________________________  
Name & Title ____________________________

(SEL)  
Attest: Surety

__________________________  Signed By ____________________________  
Name & Title ____________________________