

INSTRUCTIONS TO BIDDERS

SUBMISSION OF BIDS

The preferred method is to submit bids to:

Southeast Iowa Regional Planning Commission
Attn: Brittni Rahmus
211 N. Gear Avenue, Suite 100
West Burlington, IA 52655

Include contract documents with all prices and requested data properly filled in, before the time and date bids are due. Failure to submit the required information may deem the bid non-responsive. The bid shall include an acknowledgement of receipt of all addenda. Addenda numbers shall be filled in the bid response.

All prices quoted are considered valid for sixty days after the bid due date unless otherwise specified.

By submitting a bid response, the bidder agrees that Des Moines County Emergency Management Agency may copy the bid response for purposes of facilitating the evaluation or to respond to a request for public records. The bidder consents to such copying by submitting a bid response and warrants that such copying will not violate the rights of any third parties. The Des Moines County Emergency Management Agency will have the right to use ideas or adaptations of ideas that are presented in the proposals. In the event the Contractor copyrights its proposal, Des Moines County Emergency Management Agency may reject the bid as noncompliant.

The Des Moines County Emergency Management Agency is the only authorized source of bid documents. Bid documents obtained from any other source may have an incomplete set of documents. Bidders using a bid document not obtained from the Des Moines County Emergency Management Agency are advised to visit desmoinescounty.iowa.gov/bid notices to enable receipt of necessary addenda. Reproduction of these documents without the express permission of the Des Moines County Emergency Management Agency is prohibited.

The release of information to the public is subject to Iowa Code Chapter 22 and other applicable provisions of the law relating to the release of records in the possession of the County. Bidders are encouraged to familiarize themselves with these provisions before submitting a bid proposal. All information submitted by a Contractor may be treated as public information by the County unless the bidder properly requests that information be treated as confidential and cites to applicable confidentiality provisions of Chapter 22 at the time of submitting the proposal. In the event the bidder marks each page of the bid as proprietary or confidential without adhering to the requirements of the Section, the County may reject the bid as noncompliant.

SIGNATURES OF BIDDERS

Each bidder shall sign its bid. Bids shall be signed by an authorized representative, followed by the designation of the person authorized to execute such documents. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the designation of the person authorized to execute such documents. The names of all persons signing should also be typed or printed below the signature.

A bid by a person who affixes to their signature the word "president", "secretary", "agent", or other designation, without disclosing their principal, will be rejected. When requested by the County, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

RESERVATIONS

The Des Moines County Emergency Management Agency is not obligated for expenditures unless funds have been encumbered by a purchase order.

The Des Moines County Emergency Management Agency reserves the right to reject any or all bids, to waive informalities, and to make such award as it shall deem to be in the best interest of Des Moines County Emergency Management Agency. Des Moines County Emergency Management Agency reserves the right to reject any bid of any bidder who has previously failed to perform adequately after

having once been awarded a prior bid for furnishing materials and/or services similar in nature to those materials and/or services in this bid.

Des Moines County Emergency Management Agency reserves the right to cancel any contract if it appears there is a failure at any time to perform adequately the stipulations of these contract documents, or in any case of any attempt to impose upon Des Moines County Emergency Management Agency materials or products which are believed to be of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of Des Moines County Emergency Management Agency to damages for the breach of any covenants of the contract by the contractor.

Should the contractor fail to comply with the conditions of this contract or fail to furnish the required materials within the time stipulated in the contract, Des Moines County Emergency Management Agency reserves the right to purchase in the open market at the expense of the contractor or by recourse to provisions of the performance bond if such bond is required under the conditions of this bid.

Should the contractor fail to furnish any item or items included in this contract, the Des Moines County Emergency Management Agency reserves the right to withdraw such items from the operation of this contract without incurring further liabilities on the part of Des Moines County Emergency Management Agency.

INTERPRETATION

If any bidder is in doubt as to the intent or meaning of any part of this bid, they should contact Brittni Rahmus, SEIRPC, brahmus@seirpc.com, in time to receive a written reply before submitting their bid.

ERROR IN BIDS

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk, and they cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors, either of omission or commission, on the part of bidders. In case of error in the extension of prices in the bid, the unit price shall govern.

STANDARD SPECIFICATIONS

Reference to standard specifications or to codes of local or state authorities shall mean the latest standard, code, specification, or tentative specifications adopted and published at the date of taking of bids, unless specifically stated otherwise.

Materials or equipment specified by Des Moines County Emergency Management Agency specifications and by manufacturer's name or catalog number shall be deemed to be for the purpose of facilitating the description of the material desired and shall be considered to be followed by the words "or equivalent", and the bidder may substitute in their bid any material which shall be equal in every respect to that so specified. In the event materials are listed for which substitute items are unacceptable, the identifying name or number will be followed by the word "only".

DEVIATIONS FROM SPECIFICATIONS

Deviations from Des Moines County Emergency Management Agency specifications must be noted on the line item of the bid specifications sheet, and appropriate supporting data giving full details on the materials and/or services being bid must be attached and clearly marked for consideration. If no deviation is noted, it will be interpreted that the items and/or services being offered meet all Des Moines County Emergency Management Agency specifications.

FREIGHT

All prices are to be quoted FOB Destination with full freight and/or delivery charges allowed. Any applicable freight charges must either be included in the material cost or shown as a separate item for consideration.

EXPERIENCE AND FINANCIAL STATEMENTS

Unless otherwise stated in these contract documents, prequalification statements are not required of bidders. Bidders may be requested to submit financial and experience statements after the opening of bids, together with such other information as may be required to determine that a contemplated awardee is fully qualified to receive the award

BIDDERS RESPONSIBILITIES

The bidder is charged with the responsibility of satisfying themselves as to the character of the materials or equipment required under this contract and all other matters that can affect the terms or obligations incorporated herein before submitting their bid.

CODES AND STANDARDS

The contractor shall conform to the safety requirements of the Williams-Steiger Occupational Safety and Health Act of 1970 and all current amendments. The contractor shall also comply with all applicable laws, building and construction codes, and other requirements of the Des Moines County Emergency Management Agency. The Contractor shall procure all necessary permits for the construction of the work. The costs for all required jurisdictional permits and licenses will not be waived by the jurisdiction. The contractor's costs for permits and licenses shall be included in the price bid and shall not be considered as an extra. In case of conflict between various codes, the requirements of the more stringent code shall apply.

AFFIRMATIVE ACTION

The successful bidder shall submit approved affirmative action documents before the award of the contract (if applicable).

BIDDER FORMS, TERMS, AND CONDITIONS

If a bidder intends to request that Des Moines County Emergency Management Agency complete any bidder application form, or any bidder agreement form, or agree to any bidder terms or conditions in connection with the proposed contract, the proposed forms and/or terms or conditions must be submitted with the bid for review by the County's legal counsel during the evaluation of the bid. This includes, but is not limited to, bidder credit application and customer agreement forms, bidder lease forms, bidder terms/conditions of sale, bidder shipping or delivery terms, and bidder billing/payment terms.

Bidders are advised that in the event any such forms or terms contradict Des Moines County Emergency Management Agency specifications or other contract requirements, the bid may be rejected due to the contradiction unless bidders have indicated deletion of such clauses before submission to Des Moines County Emergency Management Agency. If such forms/terms indicate a firm other than the bidder is in any way a party to the proposed contract, the proposed party must also indicate concurrence with the deletion of such clauses.

If such forms, terms, or conditions require that payments be remitted to other than the bidder, the bidder shall indicate the name and address of the firm to whom the bidder would request payments to be made, and the firm's relationship to the bidder.

If no bidder forms or terms or conditions are included with the proposal, no such forms or terms or conditions will be approved by Des Moines County Emergency Management during the evaluation or award processes or following award of the contract. If the bid does not indicate the proposed contractor, vendor, or payee to be a person or company other than the bidder:

- 1) only the bidder will be considered as a contractor/vendor, and
- 2) payments will be made only to the bidder to whom the contract is awarded.

If the bid response does not clearly indicate that a person or company other than or in addition to the bidder would in any way be a party to the proposed contract, only the bidder would be considered the contractor/vendor.

Des Moines County Emergency Management will in no case agree to contract terms or conditions not in compliance with specifications and/or not submitted for review with bids.

SUBCONTRACTORS AND ASSIGNMENT OF CONTRACT

Assignment: The bidder shall not assign the contract to subcontractors, nor sublet the contract as a whole without Des Moines County Emergency Management Agency's written consent and approval; nor shall the bidder assign any moneys due

or to become due to themselves, without the prior written consent of Des Moines County Emergency Management Agency. Des Moines County Emergency Management Agency shall not be obliged to recognize any assignment.

Subcontractors: Bidders must indicate when submitting their bid whether any subcontractors will be involved, who the proposed subcontractors are, and what portion of the contract is intended for the subcontractors if the bidder is awarded the contract. The successful firm will be required to assume responsibility for all services offered.

REGULATORY COMPLIANCE

The selected bidder shall be responsible for maintaining all regulatory compliance associated with the proposed services. The selected bidder shall comply with all applicable Federal, State, and local laws and ordinances. The selected bidder shall protect and indemnify Des Moines County Emergency Management Agency and its agents or employees against any claim.

INVOICING AND PAYMENT

Invoices shall be sent to: prados@dmcounty.com.

Payment will be made in accordance with standard Des Moines County Emergency Management Agency payment procedures. The County is not liable and will not pay the Contractor for any services rendered before written authorization is received by the Contractor.

CHANGE ORDERS

The contract may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions of the work only by a written change order, executed by the owner and contractor.

If any changes are made, the contract shall be adjusted accordingly, and the amount of increase or decrease, if any, in the contract price shall be determined by the unit prices submitted in the bid; if such prices are not submitted or are not applicable, then by mutual agreement between the contractor and the owner. The contractor shall provide documentation and analysis of costs relating to any increase in insufficient detail as may be requested by the owner.

The contractor shall not be entitled to a change in the contract price, terms, or conditions, or an extension of the contract times with respect to any work performed that is not required by the contract documents as amended, modified, or supplemented as provided herein.

Continuance of this contract beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of this contract by lack of appropriation shall be without penalty.

PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

Contractor shall hold in trust and confidence any confidential and/or proprietary information or data relating to Des Moines County Emergency Management Agency business and shall not disseminate or disclose such confidential information to any individual or entity, except Contractor employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by Des Moines County Emergency Management Agency.

With respect to any confidential information, the Contractor's obligations of nondisclosure set forth above shall continue to apply to such information for as long after the Agreement expires or terminates, as such information remains confidential.

LAWS

This Agreement is governed by the law of the State of Iowa, with venue in the appropriate state and/or federal courts for Des Moines County, Iowa