

## INSTRUCTIONS TO BIDDERS

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#### ARTICLE 1 - RECEIPT AND OPENING OF BIDS

- 1.1 The Board of Regents, State of Iowa, hereinafter called the "Owner" will receive bids electronically via Bid Express ([www.bidexpress.com](http://www.bidexpress.com)) until 2:01 p.m. local Iowa time on the bid date specified for this project. Properly received bids will then be opened and evaluated.
- 1.2 Any bid received after 2:01 p.m. on the bid date specified for the receipt of bids will not be considered and will be returned unopened.
- 1.3 Each Bidder shall be solely responsible for electronically submitting their bid before the time specified in Paragraph 1.1 above.

#### ARTICLE 2 - PREPARATION OF BIDS

- 2.1 Bids shall be prepared as instructed at Bid Express. All applicable fields shall be completed and amounts shall be in both words and digits. If words and digits do not agree, the amount as written in words shall govern.

#### ARTICLE 3 - SUBMITTAL OF BIDS

- 3.1 The Form of Bid for Construction Contract (Informal Bid) (Document 00 41 13) shall be completed electronically via Bid Express ([www.bidexpress.com](http://www.bidexpress.com)).

#### ARTICLE 4 - MODIFICATION OF BIDS

- 4.1 The bid shall not be qualified or conditioned in any way. Modifications, qualifications or conditions submitted with the bid may result in the rejection of the bid.

#### ARTICLE 5 - WITHDRAWAL OF BIDS

- 5.1 Any bid may be withdrawn prior to the time set for the receipt of bids. No bid may be withdrawn for a period of forty-five (45) calendar days thereafter.

#### ARTICLE 6 - QUALIFICATION OF BIDDERS

- 6.1 Bidders shall be registered with the Iowa Labor Commissioner. Bidder's Iowa registration number (Example: C123456) shall be included as provided for on the Form of Bid.
- 6.2 Non-resident corporations submitting bids must be in compliance with Section 490.1501 of the Code of Iowa and legally authorized thereby to carry on such business in the State of Iowa as is required by the Contract Documents.
- 6.3 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 such bidder, fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- 6.4 The Owner gives preference to use of Iowa domestic labor in the constructing or building of any public improvement. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa.
- 6.5 All Bidders must have a previously established University of Iowa vendor identification number from the University's Purchasing Department. The vendor application form may be found at: <https://uiowa.edu/ap-purchasing/tools-vendors>.

## ARTICLE 7 - SUBCONTRACTORS

- 7.1 The Bidder is requested to name persons, firms or other parties to whom it is intended to award a subcontract under this Contract, if and as requested on the Form of Bid.
- 7.2 In accordance with Iowa law, the successful Bidder shall furnish in writing to the Owner within forty-eight (48) hours after award of the Contract, a list of the names of subcontractors who will work on the project.
- 7.3 The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must (1) be registered in the State of Iowa and have an Iowa Contractor's registration number, and (2) be acceptable to the Owner.

## ARTICLE 8 - BIDDER'S REPRESENTATION

- 8.1 Each Bidder by submitting a bid represents that Bidder has:
  - 8.1.1 Read and completely understands the Contract Documents.
  - 8.1.2 Visited the site and is totally familiar with the conditions under which the Work is to be performed including availability and cost of labor and materials. Tours of the site are available as defined in the Special Conditions.
  - 8.1.3 Based the bid upon the materials and equipment described in the Contract Documents.
  - 8.1.4 Agreed that the Contract time will be as defined in the Special Conditions.
  - 8.1.5 Given preference to use of Iowa domestic labor and products and provisions produced or grown within the State of Iowa.
- 8.2 Failure of the selected Bidder to fulfill the representations of this Article shall in no way relieve the obligation of the Bidder to furnish all material and labor 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.

## ARTICLE 9 – SUBSTITUTIONS

- 9.1 No substitutions will be allowed prior to the receipt of bids.

## ARTICLE 10 - ADDENDA AND INTERPRETATIONS

- 10.1 Each Bidder shall examine the Contract Documents carefully and, not later than seven (7) calendar days prior to the date set for receipt of bids, shall make written request to the Design Professional for interpretation or correction of any ambiguity, inconsistency or error therein which may be discovered.
- 10.2 Any and all interpretations, corrections, revisions, and amendments shall be issued by the Design Professional to all holders of bidding documents in the form of written addenda. Such addenda shall be issued so as to be received at least forty-eight (48) hours prior to the time set for the receipt of bids. All addenda so issued shall become part of the Contract Documents and shall be acknowledged in the Form of Bid.
- 10.3 Only those interpretations, corrections, revisions and amendments confirmed by written addenda shall be binding. Bidders are cautioned to refrain from including in their bid any interpretations, corrections, revisions, and amendments which are not confirmed by written addenda.

## ARTICLE 11 - BID PREFERENCE

- 11.1 All Bidders shall certify their state or foreign country of residence by completing the official address section of the Form of Bid.
- 11.2 Nonresident Bidders are advised that under Iowa law, resident Bidders on public improvements are allowed a preference equal to the preference given or required by the state or foreign country in which the nonresident Bidder is a resident. "Resident Bidder" means a person or firm authorized to transact business in this state, and having a place of business for transacting business at which it is and has conducted business for at least six months prior to the first advertisement for the public improvement, and in the case of a corporation at least 50% of the common stock is owned by residents of this state.
- 11.3 Nonresident Bidders shall certify on the Form of Bid the resident preference given by their state or foreign country of residence.

## ARTICLE 12 - METHOD OF AWARD

- 12.1 Owner may reject any or all bids, waive irregularities or technicalities in any bid, and accept any bid in whole or in part which it deems to be in its best interests.
- 12.2 Contract shall be considered awarded when the selected Bidder receives a written "Notice of Award" from the Owner.

#### ARTICLE 13 - EXECUTION OF CONTRACT

- 13.1 Selected Bidder shall, within ten (10) calendar days after receipt of Notice of Award, enter into written Contract with the Owner in the Form of Agreement: <https://www.facilities.uiowa.edu/projects/contractors> for performance of the Work described in the Contract Documents.
- 13.2 Simultaneously with the delivery of the executed Contract by the Contractor, the Contractor shall furnish a performance and payment surety bond in the amount of 100% of the Contract Sum (not required if contract sum is less than \$25,000) as security for faithful performance of the Contract and for the payment of all persons performing labor and furnishing materials for the work, or pursuant to General Conditions, evidence of eligibility for waiver of the bond requirements. A sample of the bond form is located at the following web address: <https://www.facilities.uiowa.edu/projects/contractors> The surety on such bond shall be a surety company duly authorized to do business in the state of Iowa. Attorneys-in-fact who sign surety bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- 13.3 Completed Contract and Contract Performance and Payment Bond shall be dated the same and executed in two (2) original counterparts.
- 13.4 The Contract, when duly executed, shall represent the entire agreement between parties.

#### ARTICLE 14 - IOWA STATE BUILDING CODE

- 14.1 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.

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