

		Date Bids Due: June 17, 2015	Time of Bid Opening: 1:00 P.M.	Bid Opening Location: 800 Lincoln Way, Ames, IA	
Proposal Number: 14201	Description: Bulk Propane for Iowa Department of Transportation FY 2016				
Contract to Begin: August 1, 2015	Date of Completion: July 31, 2016	Proposal Guaranty Amount: N/A	Performance Bond (Y/N) N	Liquidated Damages: N/A	
Purchasing Contact: Laura Linduski		E-mail Address: Laura.linduski@dot.iowa.gov	Phone: 515-239-1285	Fax: 515-239-1538	
Company Name:			Federal Tax ID:		
Street Address:		City:	State:	Zip Code:	
Supplier Contact (type or print)	E-mail Address:		Phone:	Fax:	
Supplier agrees to sell items/services at the same prices, terms and conditions to any other state agency. Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> Yes <input type="checkbox"/> No			Are you an Iowa Targeted Small Business? <input type="checkbox"/> Yes <input type="checkbox"/> No		

GENERAL INFORMATION

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

If required, each bid response must be accompanied by a proposal guaranty in an accepted form, in the sum indicated above. Refer to the Standard Terms and Conditions for the accepted forms in which the proposal guaranty requirement may be fulfilled. **Bids lacking a required proposal guaranty will not be considered for award.** If the intended awarded bidder fails to enter into a formal contract within fifteen (15) days after award is made for any reason on their part, the proposal guaranty may be retained by the State.

PROPOSAL STATEMENT

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

We promise to furnish all materials, equipment and/or services specified, in the manner and the time prescribed, at prices hereinafter set out.

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

We certify that all materials, equipment and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this proposal.

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

Signed _____ Date _____



Schedule Of Prices

Number	14201
Date Required	06/17/2015 1:00 PM

Title Bulk Propane for Iowa Department of Transportation FY 2016

Vendor

Delivery Location

PA Name Laura J Linduski

Shipping Terms FOB Destination/Freight Prepaid

Phone 515-239-1429

E-Mail laura.linduski@dot.iowa.gov

Description Departments of: Transportation

Product Availability Days: _____

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	DEPARTMENT OF TRANSPORTATION					
1.1	15,000	GAL	BULK PROPANE GAS - WILLIAMS - DOT FACILITIES TWO (2) 1,000 GALLON TANKS HOOKED INTO BLDG OWNED BY DOT TWO (2) 1,000 GALLON TANKS FOR BACK UP GENERATOR OWNED BY DOT Delivery Location: WILLIAMS, IA 50271			
Comments:						
1.2	1,000	GAL	BULK PROPANE GAS - JEFFERSON - DOT POLE BLDG ONE (1) 1,000 GL TANK, ONE (1) 500 GL TANK & ONE (1) 250 GL TANK OWNED BY DOT Delivery Location: JEFFERSON, IA 50129			
Comments:						
1.3	6,000	GAL	BULK PROPANE GAS - STORY CITY - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH NORTH AND SOUTH BOUND REST AREAS TWO (2) 1,000 GALLON TANKS SOUTH BOUND ONE (1) 1,000 GALLON TANK NORTH BOUND Delivery Location: STORY CITY, IA 50248			
Comments:						
1.4	500	GAL	BULK PROPANE GAS - STORY CO. - SCALES #32S LOCATED SOUTH OF AMES ON HWY I-35 Delivery Location: AMES, IA 50010			
Comments:						
1.5	4,000	GAL	BULK PROPANE GAS - REST AREAS - NORTH OF ANKENY Locations are north of Ankeny on I-35 located approximately at the Elkhart exit. ABOVE QUANTITY IS A TOTAL FOR BOTH NORTH AND SOUTH BOUND REST AREAS TWO (2) 1,000 GALLON TANKS SOUTH BOUND TWO (2) 1,000 GALLON TANK NORTH BOUND			
Comments:						
1.6	21,000	GAL	BULK PROPANE GAS - AMES - DOT GARAGE SEVEN (7) 1,000 GALLON TANKS AND ONE (1) 500 GALLON TANK OWNED BY DOT Delivery Location: AMES, IA 50010			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1.7	12,000	GAL	BULK PROPANE GAS - CARLISLE - DOT GARAGE TWO (2) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: CARLISLE, IA 50047			
Comments:						
1.8	4,500	GAL	BULK PROPANE GAS - MITCHELLVILLE - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH REST AREAS EAST AND WEST BOUND THREE (3) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: MITCHELLVILLE, IA 50169			
Comments:						
1.9	2,000	GAL	BULK PROPANE GAS - JASPER CO. - SCALE #1 WEST BOUND SCALE ONLY ON I-80 AT MILE MARKER 151 Delivery Location: MITCHELLVILLE, IA 50169			
Comments:						
1.10	8,500	GAL	BULK PROPANE GAS - MALCOM - DOT GARAGE TWO (2) 1,000 GL TANK & ONE (1) 500 GL TANK OWNED BY DOT Delivery Location: MALCOM, IA 50157			
Comments:						
1.11	500	GAL	BULK PROPANE GAS - WORTH CO. - SCALE #39 I-35 SOUTH OF NORTHWOOD Delivery Location: NORTHWOOD, IA 50459			
Comments:						
1.12	12,000	GAL	BULK PROPANE GAS - LATIMAR - DOT GARAGE FIVE (5) 1,000 GL TANKS & ONE (1) 250 GL TANK OWNED BY DOT Delivery Location: LATIMER, IA 50452			
Comments:						
1.13	5,000	GAL	BULK PROPANE GAS - DOWS - REST AREA ABOVE QUANTITY IS A TOTAL FOR BOTH NORTH AND SOUTH BOUND REST AREAS TWO (2) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: DOWS, IA 50071			
Comments:						
1.14	8,000	GAL	BULK PROPANE GAS - DECORAH - DOT GARAGE ONE (1) 1,000 GL TANK & ONE (1) 500 GL TANK OWNED BY DOT Delivery Location: DECORAH, IA 52101			
Comments:						
1.15	500	GAL	BULK PROPANE GAS - BUCHANAN CO. - SCALES #15N & #16S ABOVE QUANTITY IS A TOTAL FOR BOTH SCALES SOUTH OF WATERLOO ON I-380, SOUTH OF JESUP EXIT MILE MARKER 54 Delivery Location: BRANDON, IA 52210			
Comments:						
1.16	10,000	GAL	BULK PROPANE GAS - ELKADER - DOT GARAGE TWO (2) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: ELKADER, IA 52043			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1.17	4,500	GAL	BULK PROPANE GAS - SERGEANT BLUFFS - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH REST AREAS NORTH AND SOUTH BOUND TWO (2) 1,000 GALLON TANKS SB, AND ONE (1) 1,000 NB - ALL OWNED BY DOT Delivery Location: SERGEANT BLUFF, IA 51054			
Comments:						
1.18	500	GAL	BULK PROPANE GAS - WOODBURY CO. - SCALE #37 SOUTH BOUND SCALE ONLY AT I-29 MILE MARKER 132 Delivery Location: SALIX, IA 51052			
Comments:						
1.19	7,000	GAL	BULK PROPANE GAS - CORRECTIONVILLE - DOT GARAGE THREE (3) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: CORRECTIONVILLE, IA 51016			
Comments:						
1.20	1,000	GAL	BULK PROPANE GAS - SOLDIER - DOT GARAGE ONE (1) 1,000 GALLON TANK OWNED BY DOT Delivery Location: SOLDIER, IA 51572			
Comments:						
1.21	4,800	GAL	BULK PROPANE GAS - CARROLL - DOT GARAGE THREE (3) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: CARROLL, IA 51401			
Comments:						
1.22	5,000	GAL	BULK PROPANE GAS - OAKLAND - DOT GARAGE TWO (2) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: OAKLAND, IA 51560			
Comments:						
1.23	500	GAL	BULK PROPANE GAS - MISSOURI VALLEY - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH NORTH AND SOUTH BOUND REST AREAS THREE (3) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: MISSOURI VALLEY, IA 51555			
Comments:						
1.24	1,000	GAL	BULK PROPANE GAS - ONAWA - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH NORTH AND SOUTH BOUND REST AREAS TWO (2) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: ONAWA, IA 51040			
Comments:						
1.25	1,200	GAL	BULK PROPANE GAS - LOVELAND - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH EAST AND WEST BOUND REST AREAS TWO (2) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: LOVELAND, IA 51559			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1.26	8,000	GAL	BULK PROPANE GAS - UNDERWOOD - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH EAST AND WEST BOUND REST AREAS TWO (2) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: UNDERWOOD, IA 51576			
Comments:						
1.27	1,500	GAL	BULK PROPANE GAS - PACIFIC JUNCTION - DOT BRINE BLDG TWO (2) 500 GALLON TANKS OWNED BY DOT Delivery Location: PACIFIC JUNCTION, IA 51561			
Comments:						
1.28	2,000	GAL	BULK PROPANE GAS - PACIFIC JUNCTION - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH NORTH AND SOUTH BOUND REST AREAS TWO (2) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: PACIFIC JUNCTION, IA 51534			
Comments:						
1.29	500	GAL	BULK PROPANE GAS - AVOCA - SCALE #28 I-80 MILE MARKER 44 Delivery Location: AVOCA, IA 51521			
Comments:						
1.30	6,000	GAL	BULK PROPANE GAS - ADAIR - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH EAST AND WEST BOUND REST AREAS TWO (2) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: ADAIR, IA 50002			
Comments:						
1.31	9,000	GAL	BULK PROPANE GAS - ADEL/DESOTO - DOT GARAGE ONE (1) 1,000 GL TANK & ONE (1) 500 GL TANK OWNED BY DOT Delivery Location: ADEL, IA 50003			
Comments:						
1.32	2,000	GAL	BULK PROPANE GAS - DALLAS CO. - SCALE #2 EAST BOUND SCALE ONLY I-80 MILE MARKER 115 Delivery Location: VAN METER, IA 50261			
Comments:						
1.33	5,000	GAL	BULK PROPANE GAS - GRINNELL - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH EAST AND WEST BOUND REST AREAS THREE (3) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: GRINNELL, IA 50112			
Comments:						
1.34	5,000	GAL	BULK PROPANE GAS - NEOLA - DOT GARAGE THREE (3) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: NEOLA, IA 51559			
Comments:						
1.35	500	GAL	BULK PROPANE GAS - FREMONT SCALE #14 I-29 MILE MARKER 12 Delivery Location: HAMBURG, IA 51640			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1.36	500	GAL	BULK PROPANE GAS - CLARKE CO. - SCALE #10N I-35 MILE MARKER 30 NORTH BOUND ONLY Delivery Location: OSCEOLA, IA 50213			
Comments:						
1.37	2,200	GAL	BULK PROPANE GAS - OSCEOLA - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH NORTH AND SOUTH BOUND REST AREAS TWO (2) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: OSCEOLA, IA 50213			
Comments:						
1.38	3,000	GAL	BULK PROPANE GAS - LAMONI - REST AREA ABOVE QUANTITY IS A TOTAL FOR BOTH NORTH AND SOUTH BOUND REST AREAS TWO (2) 1,000 GALLON TANK OWNED BY DOT Delivery Location: DECATUR, IA 50067			
Comments:						
1.39	6,000	GAL	BULK PROPANE GAS - CHARITON - DOT GARAGE THREE (3) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: CHARITON, IA 50049			
Comments:						
1.40	500	GAL	BULK PROPANE GAS - WEST POINT - SCALE #45 JCT 38 & HWY 218 NORTH BOUND SCALE ONLY Delivery Location: WEST POINT, IA 52656			
Comments:						
1.41	16,000	GAL	BULK PROPANE GAS - INDEPENDENCE - DOT GARAGE TWO (2) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: INDEPENDENCE, IA 50644			
Comments:						
1.42	4,000	GAL	BULK PROPANE GAS - DUBUQUE - DOT POLE BLDG ONE (1) 1,000 GALLON Delivery Location: DUBUQUE, IA 52003			
Comments:						
1.43	9,500	GAL	BULK PROPANE GAS - NEWHALL - DOT GARAGE THREE (3) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: WATKINS, IA 52354			
Comments:						
1.44	5,000	GAL	BULK PROPANE GAS - TIPTON - DOT GARAGE TWO (2) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: TIPTON, IA 52772			
Comments:						
1.45	4,000	GAL	BULK PROPANE GAS - VICTOR - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH EAST AND WEST BOUND REST AREAS TWO (2) 1,000 GALLON TANKS OWNED BY DOT Delivery Location: VICTOR, IA 52347			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1.46	5,500	GAL	BULK PROPANE GAS - TIFFIN - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH EAST AND WEST BOUND REST AREAS TWO (2) 1,000 GALLON TANKS EAST BOUND TWO (2) 1,000 GALLON TANKS WEST BOUND Delivery Location: TIFFIN, IA 52340			
Comments:						
1.47	3,000	GAL	BULK PROPANE GAS - CEDAR RAPIDS - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH NORTH AND SOUTH BOUND REST AREAS TWO (2) 1,000 GALLON TANKS OWNED BY DOT NORTH BOUND REST AREA ONE (1) 1,000 GALLON TANK OWNED BY DOT SOUTH BOUND REST AREA Delivery Location: CEDAR RAPIDS, IA 52404			
Comments:						
1.48	7,000	GAL	BULK PROPANE GAS - WILTON - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH EAST AND WEST BOUND REST AREAS TWO (2) 1,000 GALLON TANKS EAST BOUND TWO (2) 1,000 GALLON TANKS WEST BOUND Delivery Location: WILTON, IA 52778			
Comments:						
1.49	5,500	GAL	BULK PROPANE GAS - DAVENPORT - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH EAST AND WEST BOUND REST AREAS ONE (1) 1,000 GALLON TANKS EAST BOUND TWO (2) 1,000 GALLON TANKS WEST BOUND Delivery Location: DAVENPORT, IA 52809			
Comments:						
1.50	1,000	GAL	BULK PROPANE GAS Cedar Rapids District 6 Office ONE (1) UNDERGROUND 1,000 GALLON TANKS OWNED BY DOT Delivery Location: CEDAR RAPIDS, IA 52404			
Comments:						

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

Signature: _____ Date: _____



**Iowa Department of Transportation
Standard Terms and Conditions For
Bid Proposals/Contracts
-FORMAL-**

Formal is the procurement process required by Iowa law when the estimated, aggregate amount of the purchase equals or exceeds \$50,000.

The entire contents of this bid proposal shall become a part of a contract or purchase order. In case of a discrepancy between the contents of the bid documents, the following items listed by descending order shall prevail:

- Addendums to the bid proposal
- Bid Proposal-
- Schedule of Prices
- Specifications
- Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

(Example - if a statement in the specifications contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply)

Preparation of Bid Response: All bid responses must address all aspects of the proposal including clearly answering all questions within the proposal. Bid responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT.

Bid responses must be signed and received prior to the bid opening date and time as indicated on the Bid Response cover page or bid opportunity. The signed, submitted quotation or bidder's proposal shall become the official bid response to be considered for award.

No email, fax or web link bid responses will be accepted. Bid Responses must be signed, sealed and delivered in person or by a mail courier that ensures timely delivery.

A. Bid Proposal

1. **Bid Opening:** Bid openings are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Bid responses received after the time of the bid opening will be returned unopened and considered non-compliant.
2. **Communications:** Questions concerning this proposal should be directed to the purchasing agent listed on the bid proposal. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication
3. **Proposal Guarantee:** If required, the bid response page will indicate the amount required to be included in the bid response. A Proposal Guarantee can be supplied in one of the following ways: **(1)** Certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated. Checks or drafts shall be made payable either to the Iowa Department of Transportation (Iowa DOT) or to the bidder. If payable to the bidder, the check or draft shall be endorsed without qualifications to the Iowa DOT by the bidder or an authorized agent. **(2)** An insurance or surety company may be retained to provide a bond in fulfillment of the proposal guarantee requirement. A properly completed and signed copy of the Proposal Guarantee (*Form 131084*) must accompany the bid. **The Iowa DOT's Proposal Guarantee form must be used; no other forms or formats will be accepted.**
4. **Pricing and Discount:** Unit prices shown on the bid/response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the bid proposal. If there is a discrepancy between the unit bid prices, extension, or total amount of bid, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase. Discounts for early payment are allowed, but not considered in award of the contract.

5. **Acceptance/Rejection:** The Iowa DOT reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s). The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid. Bids must remain available for award for thirty (30) days from date of bid opening.
6. **Bid Results & Disclosure:** Bid tabulations will be posted on the DOT website at www.iowadot.gov/purchasing under the *Bid Award* link referencing the proposal number with an award recommendation indicated. At the conclusion of the selection process, the contents of all received bid responses will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.
7. **Quality:** All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.
8. **Recycled Content:** The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. Recycled items or alternatives must be noted in the bid response, if known.
9. **Shipping Terms:** Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the bid price and paid by the Supplier. No collect C.O.D. deliveries shall be accepted. When entering into a contract, the Supplier shall notify the freight company that all freight and delivery charges are to be prepaid by the Supplier. Goods delivered to the Iowa DOT Distribution Center at 800 Lincoln Way, Ames, IA shall be received between the hours of 7:30 a.m. and 3:30 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to other Iowa DOT locations, the Supplier may contact the destination location for available times to deliver as not all Iowa DOT locations have the same business hours. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from contract or purchase order issues.

B. Award

The binding agreement (award) may be issued in the form a purchase order or contract or both depending on the requirements and complexity of the agreement.

1. **Method of Award:** Award shall be made to the lowest responsible, responsive bidder whose bid meets the requirements of the solicitation and is the most advantageous to the Iowa DOT unless otherwise specified. An Iowa bidder will be given preference over an out-of-state bidder when bid responses are equal in all aspects and are tied in price. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.
2. **Award Protests:** Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)"e" of the Iowa Administrative Code.
3. **Contracts:** Successful contractor(s) may be sent either a formal Contract, Notification of Award or purchase order as confirmation of acceptance and award. Any of these binding agreements shall be for the term stated in the bid proposal or on a purchase order and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement as defined. The successful bidder may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section. A service contract, including all optional renewals, shall not exceed a term of six years unless a state agency obtains a waiver of this provision pursuant to rule 11-11B.16 (8A).
4. **Payment Terms:** The Iowa DOT typically pays properly submitted vendor invoices within thirty (30) days of receipt, providing goods and/or services have been successfully delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT and must reference the purchase order number to be submitted for processing.

5. **Default:** Failure of the Supplier to adhere to specified delivery schedules or to promptly replace rejected materials shall render the Supplier liable for all costs in excess of the bid price when alternate procurement is necessary. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the binding agreement.
6. **Default:** Failure of a Contractor other than a Supplier to meet any specified project completion deadline shall render the Contractor liable for all costs incurred by DOT that were: a) necessary to meet said deadline; or b) necessary to complete said project after said deadline. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the agreement.

C. General

1. **Administrative Rules:** For Additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.
3. **Applicable Law:** The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. Any legal action relating to a contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.
4. **Conflict of Interest:** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, see Code of Iowa 314.2.
5. **Debarment and Vendor Suspension:** By submitting a proposal, the contractor is certifying that it and its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.
6. **Equal Opportunity:** Firms submitting bids must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.
7. **Infringement:** Goods shall be delivered free of the rightful claim of any third party by way of infringement. Contractor shall indemnify and save harmless the State of Iowa and the Iowa DOT against all claims for infringement of, and/or royalties claimed under, patents or copyrights on materials and equipment furnished under this bid.
8. **Records Audit:** The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of a contract or purchase order.
9. **Targeted Small Businesses:** The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of good or services or both.
10. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
11. **Termination:**
 - **Termination Due to Lack of Funds or Change in Law**
The Iowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the vendor as a result of any of the following:
 - Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under contract.
 - Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the

Iowa DOT's sole discretion, are insufficient for any reason.

- The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.
- The Iowa DOT's duties are substantially modified.

Following a 30 day written notice, the Iowa DOT may terminate a binding agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Supplier. Following termination upon notice, the Supplier shall be entitled to compensation upon submission of invoices and proper proof of claim for goods and services under contract up to and including the date of termination.

**Iowa Department of Transportation
SUPPLEMENTAL TERMS & CONDITIONS
For**

**Bulk Propane for Iowa Department of Transportation FY 2016
Proposal No.:14201
Letting Date: June 17, 2015**

Proposal Guarantee

Proposal guarantee is not required on this proposal.

Ties and Reservations

No ties and reservations by the bidders are permitted on this proposal.

Contract Pricing

All dealer imposed charges are to be included in the quoted price. This includes safety or hazardous fees, freight, surcharges or any other additional fees.

Price Adjustment

Prices shall be held firm for the contract period.

Contract Quantities

Estimated quantities based on previous purchases. Actual quantities purchased throughout the contract period may vary considerably from estimates. No price increase will be allowed, even if quantity order is more or less than the estimated usage amounts.

Contract Award

Contract award will be made by line item for all sites listed under DOT section.

Contract Period

The contract period will be for ten months starting August 1, 2015 - July 30, 2016.

Contract Monitoring

Propane tanks are to be filled on "as needed/keep full" bases during the contract period for all DOT sites. It is the responsibility of the successful bidder to coordinate with agencies to monitor usage and ensure DOT tanks do not run out during the winter season. Contact information is provided to successful suppliers.

Purchase Orders

Purchase orders will not be issued for work done under this proposal.

Delivery Location

Material shall be delivered to the locations indicated on the Schedule of Prices.

Bidder _____

SEALED BID

LETTING DATE: June 17, 2015
PROPOSAL NO: 14201
PROPOSAL DESCRIPTION: Bulk Propane for Iowa Department of
Transportation FY 2016

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