

Date Bids Due 8/12/2015		Time of Bid Opening 1:00 PM	Bid Opening Location Purchasing, Ames, IA	
Proposal Number 14551	Description ELECTRICAL PRODUCTS AND BATTERIES			
Contract to Begin 8/26/2015	Date of Completion 7/31/2016	Proposal Guaranty Amount \$0.00	Liquidated Damages \$0.00	
Purchasing Agent Jean Gustafson	E-Mail Address jean.gustafson@dot.iowa.gov	Phone 515-239-1173	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 under the same 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 a 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	14551
Date Required	08/12/2015 1:00 PM

Title ELECTRICAL PRODUCTS AND BATTERIES
Delivery Location AMES, IA 50010
Shipping Terms FOB Destination/Freight Prepaid

Vendor
PA Name Jean Gustafson
Phone 515-239-1173
E-Mail jean.gustafson@dot.iowa.gov

Description **Groups 1-7 will be awarded by group. All items within the group must be bid to be considered for a group award.**

Group 8 will be awarded by line item.

Product Availability Days: _____

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	BUSSMANN OR LITTELFUSE FUSES ONLY BRANDS LISTED WILL BE ALLOWED. LINES 1.4-1.20 WILL BE ORDERED IN PACKAGES OF 5/PKG.					
1.1	300	EACH	FUSE LIMITRON #KTK-5 5A 600V Stock #: 006-232210 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.2	1,500	EACH	FUSE LIMITRON #KTK-10 10A 600V Stock #: 006-232215 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.3	500	EACH	FUSE LIMITRON #KTK-20 20A 600V Stock #: 006-232220 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.4	5	EACH	FUSE AUTO #AGC15 (5/PKG) Stock #: 006-241000 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.5	5	EACH	FUSE AUTO #AGC25 (5/PKG) Stock #: 006-242000 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.6	20	EACH	FUSE AUTO MINI ATM #ATM-5 (5/PKG) Stock #: 006-244105 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.7	40	EACH	FUSE AUTO MINI ATM #ATM-10 (5/PKG) Stock #: 006-244110 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.8	50	EACH	FUSE AUTO MINI ATM #ATM-15 (5/PKG) Stock #: 006-244115 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.9	50	EACH	FUSE AUTO MINI ATM #ATM-20 (5/PKG) Stock #: 006-244120 Shipping Terms: FOB Ames,Iowa			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1.10	75	EACH	FUSE AUTO MINI ATM #ATM-25 (5/PKG) Stock #: 006-244125 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.11	60	EACH	FUSE AUTO MINI ATM #ATM-30 (5/PKG) Stock #: 006-244130 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.12	25	EACH	FUSE AUTO MINI #ATC-2 (5/PKG) Stock #: 006-244302 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.13	10	EACH	FUSE AUTO MINI #ATC-3 (5/PKG) Stock #: 006-244303 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.14	50	EACH	FUSE AUTO MINI #ATC-4 (5/PKG) Stock #: 006-244304 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.15	300	EACH	FUSE AUTO #ATC-5 (5/PKG) Stock #: 006-244305 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.16	100	EACH	FUSE AUTO #ATC-10 (5/PKG) Stock #: 006-244310 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.17	100	EACH	FUSE AUTO #ATC-15 (5/PKG) Stock #: 006-244315 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.18	200	EACH	FUSE AUTO #ATC-20 (5/PKG) Stock #: 006-244320 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.19	100	EACH	FUSE AUTO #ATC-25 (5/PKG) Stock #: 006-244325 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.20	100	EACH	FUSE AUTO #ATC-30 (5/PKG) Stock #: 006-244330 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.21	4	EACH	FUSE MAXIFUSE #MAX-20 Stock #: 006-244490 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.22	4	EACH	FUSE MAXIFUSE #MAX-40 Stock #: 006-244500 Shipping Terms: FOB Ames,Iowa			
Comments:						
1.23	6	EACH	FUSE HOLDER W/CAP F/MAXIFUSE #HHX Stock #: 006-244380 Shipping Terms: FOB Ames,Iowa			
Comments:						
2	HIGHWAY LUMINAIRES AMERICAN ELECTRIC NO SUBSTITUTIONS ALLOWED.					

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
2.1	12	EACH	LITE LUMINAIRE SODIUM HI-PRESS 125-40SCAMT1-R3DP 400W Stock #: 012-129560			
Comments:						
2.2	2	EACH	LITE LUMINAIRE SODIUM HI-PRESS 115-15SCA480R3DP4BNR AMERICAN ELECTRIC FIXTURE W/O PHOTO CELL AND NO PRE-WIRED PHOTOCONTROL RECEPTACLE. Stock #: 012-129561			
Comments:						
2.3	96	EACH	LITE LUMINAIRE COM SOD.HP120/277 11525SCAMT1R3DP4BNR 250W AMERICAN ELECTRIC FIXTURE W/O PHOTO CELL AND NO PRE-WIRED PHOTOCONTROL RECEPTACLE. Stock #: 012-129562			
Comments:						
2.4	50	EACH	LITE LUMINAIRE SODIUM HI-PRESS #115 15S XN MT1 R2 DP 4B NR COBRAHEAD, 150W HPS HIGH REACTANCE, HIGH POWER FACTOR BALLAST, MULTI TAP WIRED AT 120V, DROP POLYCARBONITE LENS, 4 BOLT INTERNAL MOUNTING, W/O PHOTO CELL AND NO PRE-WIRED PHOTOCONTROL RECEPTACLE. Stock #: 012-129563			
Comments:						
2.5	36	EACH	LITE FLAT LENS COBRAHEAD 250W 12525SCAMT1R3FG Stock #: 012-129566			
Comments:						
2.6	20	EACH	LITE FLAT LENS COBRAHEAD 400W 12540SCAMT1R3FG Stock #: 012-129567			
Comments:						
3	STUBBY LIGHTS NO SUBSTITUTIONS ALLOWED.					
3.1	18	EACH	LIGHT TROUBLE W/25' CORD SAF-T-LITE STUB 1413-2500 Stock #: 012-034825 Shipping Terms: FOB Ames, Iowa			
Comments:						
3.2	64	EACH	LIGHT&REEL W/50' CORD SAF-T-LITE STUBBY 3313-5000 V=Import version Stock #: 012-034840 Shipping Terms: FOB Ames, Iowa			
Comments:						
3.3	30	EACH	LIGHT HEAD ONLY F/STUBBY # 5165-9501 Stock #: 012-034850 Shipping Terms: FOB Ames, Iowa			
Comments:						
3.4	4	EACH	LIGHT TROUBLE OUTER TUBE F/STUBBY LIGHT #5000-0465 Stock #: 012-034855 Shipping Terms: FOB Ames, Iowa			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
4	MAGNETEK/UNIVERSAL, ADVANCE OR SYLVANIA BALLASTS					
ONLY BRANDS LISTED WILL BE ALLOWED.						
4.1	12	EACH	BALLAST F/METAL HALIDE FIXTURES UNIVERSAL #M400ML5AC4M-500K BRAND_____ PART NUMBER_____ Stock #: 012-129549			
Comments:						
4.2	15	EACH	BALLAST KIT UNIVERSAL M250MLTAC3M500K BRAND_____ PART NUMBER_____ Stock #: 012-129550			
Comments:						
4.3	48	KIT	BALLAST KIT UNIVERSAL #S150MLTLC3M500K BRAND_____ PART NUMBER_____ Stock #: 012-129553			
Comments:						
4.4	60	KIT	BALLAST KIT UNIVERSAL #S400MLTAC4M500K BRAND_____ PART NUMBER_____ Stock #: 012-129554			
Comments:						
4.5	120	KIT	BALLAST KIT UNIVERSAL #S250MLTAC4M500K BRAND_____ PART NUMBER_____ Stock #: 012-129555			
Comments:						
4.6	6	KIT	BALLAST KIT UNIVERSAL #S70MLTLC3M500K BRAND_____ PART NUMBER_____ Stock #: 012-129556			
Comments:						
4.7	10	KIT	BALLAST KIT F/METAL HAL FIXTURE M100/MULTI-KIT SYLVANIA #47019 BRAND_____ PART NUMBER_____ Stock #: 012-129548			
Comments:						
5	BATTERIES					
ALTERNATIVE BRANDS WILL BE EVALUATED.						
5.1	20	EACH	BATTERY EMERG. LIGHT 12V RECHG. GEL TYPE SLIDE-ON TERM. POWER SONIC PS1250F2 INTERSTATE #SLA1056 5.0 AMP HOUR BRAND_____ PART NUMBER_____ Stock #: 002-016512 Shipping Terms: FOB Ames,Iowa			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
5.2	250	EACH	BATTERY UPS 12V 7.2AMP INTERSTATE #SLA 1079 BRAND _____ PART NUMBER _____ Stock #: 002-017000			
Comments:						
5.3	40	EACH	BATTERY UPS 12V 5 AMP INTERSTATE #SLA1055 BRAND _____ PART NUMBER _____ Stock #: 002-017500			
Comments:						
5.4	8	EACH	BATTERY XTS3000 HANDHELD MULTIPLIER #M8923-HX RADNOR #RAD9535 BATTERIES PLUS #LMR8294 BRAND _____ PART NUMBER _____ Stock #: 693-004000			
Comments:						
5.5	25	EACH	BATTERY HT750 HNN9009AR MOTOROLA 1,900 MILLIAMP/HOUR, 7.5 VDC BATTERY BATTERIES PLUS #LMR9009 Stock #: 693-004750			
Comments:						
6	MINIATURE LAMPS & SEALED BEAMS ALTERNATIVE BRANDS WILL BE EVALUATED.					
6.1	10	EACH	LAMP BULB AUTO 67 12 VOLT BRAND _____ PART NUMBER _____ Stock #: 012-007000			
Comments:						
6.2	100	EACH	LAMP BULB AUTO 194 12 VOLT BRAND _____ PART NUMBER _____ Stock #: 012-009750			
Comments:						
6.3	10	EACH	LAMP BULB AUTO 1073 12 VOLT BRAND _____ PART NUMBER _____ Stock #: 012-012500			
Comments:						
6.4	10	EACH	LAMP BULB AUTO 1141 12 VOLT BRAND _____ PART NUMBER _____ Stock #: 012-014500			
Comments:						
6.5	60	EACH	LAMP BULB AUTO 1156 12 VOLT BRAND _____ PART NUMBER _____ Stock #: 012-015700			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
6.6	150	EACH	LAMP BULB AUTO 1157 12 VOLT BRAND _____ PART NUMBER _____ Stock #: 012-015900			
Comments:						
6.7	10	EACH	LAMP BULB AUTO 1662 28 VOLT BRAND _____ PART NUMBER _____ Stock #: 012-019400			
Comments:						
6.8	1	EACH	LAMP BULB AUTO 1683 24 VOLT BRAND _____ PART NUMBER _____ Stock #: 012-019500			
Comments:						
6.9	10	EACH	LAMP BULB ESCO FLASHER 1850 6 VOLT BRAND _____ PART NUMBER _____ Stock #: 012-020500			
Comments:						
6.10	150	EACH	LAMP BULB AUTO 3157 12 VOLT BRAND _____ PART NUMBER _____ Stock #: 012-020757			
Comments:						
6.11	10	EACH	LAMP BULB AUTO 4114LL 12 VOLT Stock #: 012-020760			
Comments:						
6.12	20	EACH	LAMP BULB AUTO LOW & HI 9003 HALOGEN 12V Stock #: 012-020903			
Comments:						
6.13	500	EACH	LAMP SEALED BEAM COMBIN. SCREW/MALE 12V NEEDS TO HAVE BOTH SPADE & SCREW TERMINALS. GE #4411-3 WAGNER #4411-1 NO OTHER SUBSTITUTIONS. Stock #: 012-039690			
Comments:						
6.14	1	EACH	LAMP SEALED BEAM ROUND GE 4416A AMBER 12 VOLT BRAND _____ PART NUMBER _____ Stock #: 012-041010			
Comments:						
6.15	24	EACH	LAMP SEALED BEAM 4434A 12 VOLT BRAND _____ PART NUMBER _____ Stock #: 012-041900			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
6.16	40	EACH	LAMP SEALED BEAM F/ROT. BEACON Halogen H7600 12 VOLT BRAND_____ PART NUMBER_____ Stock #: 012-041000			
Comments:						
6.17	1	EACH	LAMP SEALED BEAM WAGNER #H4651 12 VOLT BRAND_____ PART NUMBER_____ Stock #: 012-041400			
Comments:						
6.18	20	EACH	LAMP SEALED BEAM ROUND H5024 HALOGEN 12 V BRAND_____ PART NUMBER_____ Stock #: 012-046024			
Comments:						
6.19	150	EACH	LAMP SEALED BEAM-SG. H6054 HALOGEN 12VOLT BRAND_____ PART NUMBER_____ Stock #: 012-046550			
Comments:						
6.20	1	EACH	LAMP SEALED BEAM 4421 F/ROUND PER-LUX 12 VOLT BRAND_____ PART NUMBER_____ Stock #: 012-041300			
Comments:						
6.21	8	EACH	LAMP SEALED BEAM F/SQUARE PER-LUX H7921-1 G.E. 12V BRAND_____ PART NUMBER_____ Stock #: 012-041500			
Comments:						
7	CFL TWIST BULBS ALTERNATIVE BRANDS WILL BE EVALUATED					
7.1	80	EACH	LAMP BULB CFL 23W TWIST TCP #801023 color-2700K Stock #: 012-023023			
Comments:						
7.2	40	EACH	LAMP BULB CFL 42W TWIST TCP #48942 color-2700K Philips #ELDT42W is equal substitution Stock #: 012-023042			
Comments:						
7.3	12	EACH	LAMP BULB CFL 14W TWIST TCP#801014 color-2700K Stock #: 012-023014			
Comments:						
7.4	20	EACH	LAMP BULB CFL 68W TWIST TCP #28968 color-2700K Stock #: 012-023068			
Comments:						
8	MISC. ELECTRICAL SUPPLIES					

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
8.1	500	EACH	LAMP SEALED BEAM COMBIN. SCREW/MALE 12 VOLT NEEDS TO HAVE BOTH SPADE & SCREW TERMINALS. GE #4411-3 WAGNER #4411-1 NO SUBSTITUTIONS ALLOWED. Stock #: 012-039690			
Comments:						
8.2	12	EACH	FLASHLIGHT EXPLOSION PROOF 2117 BRITE STAR NO SUBSTITUTIONS ALLOWED Stock #: 006-223010			
Comments:						
8.3	84	EACH	LANTERN KRYPTON 4-CELL"D" SIZE RAY-O-VAC #KFL NO SUBSTITUTIONS ALLOWED Stock #: 012-103500			
Comments:						
8.4	48	EACH	LAMP BULB ROUGH SERVICE 75A/RS/TF 125 VOLT ONLY PHILLIPS, GE AND SYLVANIA BRANDS WILL BE ALLOWED. PROVIDE BRAND AND PART NUMBER YOU ARE BIDDING. Stock #: 012-029700			
Comments:						
8.5	10	EACH	ELECTRICAL PLUG FEMALE 3 PRONG EAGLE #2887 ALTERNATIVE BRANDS WILL BE EVALUATED. PROVIDE BRAND AND PART NUMBER YOU ARE BIDDING. Stock #: 005-024500			
Comments:						
8.6	10	EACH	DROP CORD ADAPTER 2 TO 3 WAY EAGLE #419GY ALTERNATIVE BRANDS WILL BE EVALUATED. PROVIDE BRAND AND PART NUMBER YOU ARE BIDDING. Stock #: 003-275500			
Comments:						
8.7	12	EACH	CORD DROP EXTENSION 9 FT HD GREY #S999595 DESIGNED FOR INDOOR USE,GROUNDED SINGLE OUTLET WITH 3-PRONG DESIGN 125 VOLTS, U.L. LISTED, 9',15 AMPS,14 GAUGE, GREY,HEAVY DUTY ALTERNATIVE BRANDS WILL BE EVALUATED. PROVIDE BRAND AND PART NUMBER YOU ARE BIDDING. Stock #: 000-322000			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
8.8	30	EACH	SAFETY SLEEVE F/T12 FLUORESCENT TUBE MCGILL #2260 48" ALTERNATIVE BRANDS WILL BE EVALUATED. PROVIDE BRAND AND PART NUMBER YOU ARE BIDDING. Stock #: 012-035613			
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
Electrical Products and Batteries
Proposal No.: 14551
Letting Date: August 12, 2015

Proposal Guarantee

Proposal guarantee is not required on this proposal.

Samples

Prior to award the department may require a sample to evaluate quality and/or compliance with proposal requirements.

Approved Brands

The approved brands indicated have been used or tested and have proved to be satisfactory for the specific work environment. Bids will be accepted only on the approved brands for items in Groups 1-4 & Item 8.1-8.4. Alternative brands will be evaluated on Groups 5-7 & Items 8.5-8.8, but if not previously tested may be subject to testing by the Iowa DOT prior to the award.

Additional Information

If any additional information is required to properly evaluate the bid, the bidder shall furnish the requested information within three (3) working days after notification from Purchasing.

Ties and Reservations

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

Contract Award

Groups 1-7 will be awarded by group. All items within the group must be bid to be considered for a group award. Group 8 will be awarded by line item. The Iowa Department of Transportation reserves the right to re-direct group items or groups to provide administratively economical size contracts.

Contract Period

The successful bidder will be awarded a close to one (1) year contract with an option to renew for three (3) additional years in twelve (12) month increments. A price adjustment may be allowed on each

renewal but must not exceed the CPI. (PPI or appropriate index for adjustment may be used) Any adjustment must be mutually agreed upon and be pre-approved by the Iowa Department of Transportation, Purchasing Section.

Contract Quantities

Estimated quantity is based on previous purchases. It is understood that the Iowa DOT considers this only a best estimate of requirements and makes no firm quantity commitment.

Purchase Orders

Purchase orders will be issued for items as needed throughout the contract period.

Delivery Location

Material shall be delivered to the Iowa Department of Transportation, Distribution Center, Receiving Department, 800 Lincoln Way, Ames, Iowa 50010.

Delivery Requirements

Delivery shall be no later than thirty (30) calendar days after receipt of order.

Invoicing & Packing List

Each Packing list and invoice must reflect only the merchandise relating to one purchase order. Multiple orders may be shipped together but each order requires individual invoicing and packing list stating purchase order number.

Price Adjustment

Prices shall be held firm for the contract period.

Political Subdivisions

The successful bidder for this proposal may provide units ordered by other political subdivisions of the State of Iowa with delivery times and additional transportation costs as applicable. Each political subdivision ordering units on this proposal will issue their respective purchase orders. Invoicing will be as requested by ordering subdivision.

Bidder _____

SEALED BID

LETTING DATE: August 12, 2015
PROPOSAL NO: 14551
PROPOSAL DESCRIPTION: ELECTRICAL PRODUCTS AND BATTERIES

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