800 Lincoln Way, Ames, Iowa 50010 **515-239-1310**
Fax 515-239-1538

June 18, 2015

Subject: Fuel Letting June 26, 2015

Enclosed are copies of additional fuel proposals for the Iowa Department of Transportation.

Proposal No.	**Proposal Description**
14635	Additional Fuel Tankwagon Locations for 2016 Iowa DOT
14636	Additional Fuel Transport Locations for 2016 Iowa DOT

*****Seal each bid in a separate envelope*****

Bid Response

	Date Bids Due	Time of Bid Opening	Bid Opening Location
	6/26/2015	1:00 PM	Purchasing, Ames, IA

Proposal Number	Description
14635	ADDITIONAL TANK WAGON FUEL LOCATIONS FOR 2016 IOWA DOT

Contract to Begin	Date of Completion	Proposal Guaranty Amount	Liquidated Damages
7/13/2015	6/30/2016	$0.00	$0.00

Purchasing Agent	E-Mail Address	Phone	Fax
Jean Gustafson	jean.gustafson@dot.iowa.gov	515-239-1173	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.	Are you a Iowa Targeted Small Business?
☐ YES ☐ NO	☐ YES ☐ 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: 14635
Date Required: 06/26/2015 1:00 PM

Title: ADDITIONAL TANK WAGON FUEL LOCATIONS FOR 2016 IOWA DOT

Vendor:

Delivery Location: AMES, IA 50010

PA Name: Jean Gustafson

Shipping Terms: FOB Destination/Freight Prepaid

Phone: 515-239-1173

E-Mail: jean.gustafson@dot.iowa.gov

Description:

Product Availability Days: _____

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	GOWRIE MAINTENANCE GARAGE					
1.1	1,000	GAL	ULTRA LOW SULFUR DIESEL FUEL NO. 1 - GOWRIE Delivery Location: GOWRIE, IA 50543 Stock #: 004-001500			
Comments:						
1.2	9,000	GAL	ULTRA LOW SULFUR DIESEL FUEL NO. 2 - GOWRIE Delivery Location: GOWRIE, IA 50543 Stock #: 004-001500			
Comments:						
1.3	500	GAL	BIODIESEL ADDITIVE-B99.9 - GOWRIE Vegetable oil based Delivery Location: GOWRIE, IA 50543 Stock #: 004-001500			
Comments:						
1.4	1	GAL	WINTER ADDITIVE - COLD FLOW IMPROVER			
Comments:						
1.5	1	GAL	ADDITIVE PACKAGE Meeting the minimum requirements listed below: Cetane booster as measured by ASTM D613. Detergency package, Get clean, and keep clean as per the Peugeot DW-10 test. Lubricity improver as measured by the ASTM D6079 (HFRR). Moisture control. ***PROVIDE BRAND AND TREAT RATIO***			
Comments:						
2	POCAHONTAS MAINTENANCE GARAGE					
2.1	1,000	GAL	ULTRA LOW SULFUR DIESEL FUEL NO. 1 - POCAHONTAS Delivery Location: POCAHONTAS, IA 50574 Stock #: 004-001500			
Comments:						
2.2	16,000	GAL	ULTRA LOW SULFUR DIESEL FUEL NO. 2 - POCAHONTAS Delivery Location: POCAHONTAS, IA 50574 Stock #: 004-001500			
Comments:						
2.3	1,000	GAL	BIODIESEL ADDITIVE-B99.9 - POCAHONTAS Vegetable oil based Delivery Location: POCAHONTAS, IA 50574 Stock #: 004-001500			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
2.4	1	GAL	WINTER ADDITIVE - COLD FLOW IMPROVER			
Comments:						
2.5	1	GAL	ADDITIVE PACKAGE Meeting the minimum requirements listed below: Cetane booster as measured by ASTM D613. Detergency package, Get clean, and keep clean as per the Peugeot DW-10 test. Lubricity improver as measured by the ASTM D6079 (HFRR). Moisture control. ***PROVIDE BRAND AND TREAT RATIO***			
Comments:						
3	AVOCA MAINTENANCE GARAGE					
3.1	3,000	GAL	ULTRA LOW SULFUR DIESEL FUEL NO. 1 - AVOCA Delivery Location: AVOCA, IA 51521 Stock #: 004-001500			
Comments:						
3.2	20,000	GAL	ULTRA LOW SULFUR DIESEL FUEL NO. 2 - AVOCA Delivery Location: AVOCA, IA 51521 Stock #: 004-001500			
Comments:						
3.3	2,000	GAL	BIODIESEL ADDITIVE-B99.9 - AVOCA Vegetable oil based Delivery Location: AVOCA, IA 51521 Stock #: 004-001500			
Comments:						
3.4	1	GAL	WINTER ADDITIVE - COLD FLOW IMPROVER			
Comments:						
3.5	1	GAL	ADDITIVE PACKAGE Meeting the minimum requirements listed below: Cetane booster as measured by ASTM D613. Detergency package, Get clean, and keep clean as per the Peugeot DW-10 test. Lubricity improver as measured by the ASTM D6079 (HFRR). Moisture control. ***PROVIDE BRAND AND TREAT RATIO***			
Comments:						
4	OTTUMWA MAINTENANCE GARAGE					
4.1	2,000	GAL	ULTRA LOW SULFUR DIESEL FUEL NO. 1 - OTTUMWA Delivery Location: OTTUMWA, IA 52501 Stock #: 004-001500			
Comments:						
4.2	8,800	GAL	ULTRA LOW SULFUR DIESEL FUEL NO. 2 - OTTUMWA Delivery Location: OTTUMWA, IA 52501 Stock #: 004-001500			
Comments:						
4.3	100	GAL	BIODIESEL ADDITIVE-B99.9 - OTTUMWA Vegetable oil based Delivery Location: OTTUMWA, IA 52501 Stock #: 004-001500			
Comments:						
4.4	1	GAL	WINTER ADDITIVE - COLD FLOW IMPROVER			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
4.5	1	GAL	ADDITIVE PACKAGE Meeting the minimum requirements listed below: Cetane booster as measured by ASTM D613. Detergency package, Get clean, and keep clean as per the Peugeot DW-10 test. Lubricity improver as measured by the ASTM D6079 (HFRR). Moisture control. ***PROVIDE BRAND AND TREAT RATIO***			
Comments:						

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

Signature: _____ Date: _____

Bidder _____

_____

_____

_____

SEALED BID

LETTING DATE: June 26, 2015
PROPOSAL NO: 14635
PROPOSAL DESCRIPTION: ADDITIONAL TANK WAGON FUEL LOCATIONS FOR 2016 IOWA DOT

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

Bid Response

	Date Bids Due	Time of Bid Opening	Bid Opening Location
	6/26/2015	1:00 PM	Purchasing, Ames, IA

Proposal Number	Description
14636	ADDITIONAL FUEL TRANSPORT LOCATIONS FOR 2016 IOWA DOT

Contract to Begin	Date of Completion	Proposal Guaranty Amount	Liquidated Damages
7/13/2015	6/30/2016	$0.00	$0.00

Purchasing Agent	E-Mail Address	Phone	Fax
Jean Gustafson	jean.gustafson@dot.iowa.gov	515-239-1173	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.	Are you a Iowa Targeted Small Business?
☐ YES ☐ NO	☐ YES ☐ 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: 14636

Date Required: 06/26/2015 1:00 PM

Title: ADDITIONAL FUEL TRANSPORT LOCATIONS FOR 2016 IOWA DOT

Vendor:

Delivery Location: AMES, IA 50010

PA Name: Jean Gustafson

Shipping Terms: FOB Destination/Freight Prepaid

Phone: 515-239-1173

E-Mail: jean.gustafson@dot.iowa.gov

Description

Product Availability Days: _____

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	FORT DODGE MAINTENANCE GARAGE					
1.1	2,000	GAL	ULTRA LOW SULFUR DIESEL FUEL NO. 1 - FORT DODGE Delivery Location: FORT DODGE, IA 50501 Stock #: 004-001500			
Comments:						
1.2	24,000	GAL	ULTRA LOW SULFUR DIESEL FUEL NO. 2 - FORT DODGE Delivery Location: FORT DODGE, IA 50501 Stock #: 004-001500			
Comments:						
1.3	1,000	GAL	BIODIESEL ADDITIVE-B99.9 - FORT DODGE Vegetable oil based Delivery Location: FORT DODGE, IA 50501 Stock #: 004-001500			
Comments:						
1.4	1	GAL	WINTER ADDITIVE - COLD FLOW IMPROVER			
Comments:						
1.5	1	GAL	ADDITIVE PACKAGE Meeting the minimum requirements listed below: Cetane booster as measured by ASTM D613. Detergency package, Get clean, and keep clean as per the Peugeot DW-10 test. Lubricity improver as measured by the ASTM D6079 (HFRR). Moisture control. ***PROVIDE BRAND AND TREAT RATIO***			
Comments:						
2	CHARLES CITY (CVTC) - MAINTENANCE GARAGE					
2.1	8,000	GAL	ULTRA LOW SULFUR DIESEL FUEL NO. 1 - CVTC Delivery Location: CHARLES CITY, IA 50616 Stock #: 004-001500			
Comments:						
2.2	79,000	GAL	ULTRA LOW SULFUR DIESEL FUEL NO. 2 - CVTC Delivery Location: CHARLES CITY, IA 50616 Stock #: 004-001500			
Comments:						
2.3	10,000	GAL	BIODIESEL ADDITIVE-B99.9 - CVTC Vegetable oil based Delivery Location: CHARLES CITY, IA 50616 Stock #: 004-001500			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
2.4	68,000	GAL	U87E10 GASOHOL - CVTC Delivery Location: CHARLES CITY, IA 50616 Stock #: 007-007000			
Comments:						
2.5	1	GAL	WINTER ADDITIVE - COLD FLOW IMPROVER			
Comments:						
2.6	1	GAL	ADDITIVE PACKAGE Meeting the minimum requirements listed below: Cetane booster as measured by ASTM D613. Detergency package, Get clean, and keep clean as per the Peugeot DW-10 test. Lubricity improver as measured by the ASTM D6079 (HFRR). Moisture control. ***PROVIDE BRAND AND TREAT RATIO***			
Comments:						

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

Signature: _____ Date: _____

Bidder _____

_____

_____

_____

SEALED BID

LETTING DATE: June 26, 2015
PROPOSAL NO: 14636
PROPOSAL DESCRIPTION: ADDITIONAL FUEL TRANSPORT LOCATIONS FOR 2016 IOWA DOT

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

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 AND SPECIFICATIONS
For
PROPOSALS 14635 & 14636
DIESEL/BIODIESEL/U87E10 GASOHOL/E-85 FUEL & FUEL ADDITIVES
Letting Date: June 26, 2015

Bid proposals will be received by "Iowa Department of Transportation, Purchasing Section, 800 Lincoln Way, Ames, Iowa 50010 for fuel on behalf of The Iowa Department of Transportation.

Bid proposals are available by going to the DOT website at www.iowadot.gov/purchasing and click on "current letting schedule" to locate and download the proposal packet for Fuel For 2016 Tank Wagon/Transport Locations Statewide.

Date and time of letting: June 26, 2015 1:00 P.M. CDT

Only those bids using the appropriate forms will be acceptable. Bids must be returned in an envelope with the bid label (provided) attached to the outside. **Faxed or e-mailed bids will not be accepted**. No ties or reservations by the bidder are permitted except as listed on the quotation. **"No bid bonds or performance bonds are required."** If you wish to retain a copy of your completed proposal for your records, please make a copy before mailing the original as your bid.

Specifications Applicable

#1 Ultra Low Sulfur Diesel Fuel – ASTM D975-15 – or most current published specification
#2 Ultra Low Sulfur Diesel Fuel – ASTM D975-15 – or most current published specification
Gasoline – ASTM D4814-07b - or most current published specification
U87E10 Gasohol – ASTM D4814-14 & ASTM D4806-15 – or most current published specification
E-85 Gasohol – ASTM D5798-14 - or most current published specification
Biodiesel Additive B100/B99 (equal substitution) – ASTM D6751-15 - or most current published specification
B6 - B20 biodiesel blends – ASTM D7467-15
Chapter 214A Code of Iowa

Biodiesel Additive must have been produced using vegetable oil. Currently known vegetable oil feed stocks included soy oil, corn oil and canola oil. Any biodiesel additive must have a cloud point of 36° F or lower. Biodiesel produced from any form of animal fat is not acceptable unless otherwise stated.

Bid Pricing

The method used to obtain a delivered price for fuels/biodiesel additive is based on the bulk loading Des Moines terminal **Daily Rack Average** prices as quoted by the DTN Corporation or an equivalent service, plus a **Bid Margin** quotation as provided by the bidder.

The supplier will furnish a bid margin in the blanks provided on the schedule of prices. Included in the bid margin are all of the bidder's transportation/overhead costs and any profit the bidder determines.

The bid margin is to be F.O.B. destination and shall ***NOT*** include Federal or State taxes. State exemption forms and Federal tax exemption number will be furnished to the successful bidders. Dyed diesel is preferred to avoid any charges of state tax. No additional charge will be paid for dyed diesel. Your bid margin should include any costs for dyed diesel.

Environmental Protection Charge on Petroleum Diminution – The fee is currently $.01/gallon for the Iowa EPC fund and will NOT be included in the bid margin. Any above ground fuel storage tanks are exempt. This fee will need to be a separate line item charge on invoice.

Federal LUST - The fee is currently $.001/gallon and will NOT be included in the bid margin. This fee will need to be a separate line item charge on invoice.

Oil Spill Liability Trust Fund (OSLTF) or Oil Spill Recovery (OSR) – The fee is currently $.0019/gallon and will be included in the bid margin. Biodiesel and ethanol blends are exempt from this fee. This charge will need to be a separate line item charge on invoice.

NOTE: Most tank wagon requirements listed in the Schedule of Prices for the Iowa Department of Transportation are for Above Ground Fuel Storage Tanks, except Onawa, Sac City, Sidney & Sigourney.

The actual amount paid to the supplier will be adjusted to reflect market fluctuations. Bid prices will be adjusted up or down based on the "**rack average**" base price of the petroleum product for the Des Moines, Iowa terminal. Terminal prices will be monitored and quoted by DTN Corporation of Omaha, NE or an equivalent service. Adjustments will be computed daily. Terminal prices will be averaged and the computed adjustment will take effect immediately. Daily rack average prices are posted on the Iowa Department of Transportation Purchasing website at www.iowadot.gov/purchasing. A login and password are required to obtain these prices. Contact the Iowa DOT Purchasing Section at 515-239-1310 to receive a login and password if you currently don't have one.

Following the effective date of the adjustment, invoices will reflect your bid margin plus or minus the change in the "Rack Average" price. **The date of order, not delivery date, shall determine the rack average adjustment to use.** If the Des Moines terminal cannot provide product due to outage, vendor will need to contact the Purchasing Agent for this proposal to negotiate a freight differential that will be paid for the vendor to pull fuel from another terminal.

Blender's Tax Credit

On January 1, 2014, the Federal Government's bio-diesel blender's tax credit lapsed. If the bio-diesel blender's tax credit is reinstated or newly enacted by the Federal Government as a blender's tax credit, the Iowa Department of Transportation will require all bio-diesel suppliers currently under contract to provide any or all credits arising from purchase orders issued during this period.

Invoicing - The contractor shall invoice the Agency with the following information clearly marked:

1. Delivery Date
2. Gallons of each type fuel delivered
3. Delivered Unit Price (Rack average plus the bid margin) per gallon
4. Total Delivered Cost (Delivered unit price times the number of gallons delivered)

Note: If the fuel is metered, a copy of the meter ticket is to be attached to the invoice.

Ordering Procedures

1. Area Garage or Engineer's Office will decide on quantity and will have discretion on what mix of fuels needed. The Office will enter a computerized requisition of the Field Order Release type requisition.
2. When approved, a purchase order will be generated and sent to the vendor at the end of each business day.
3. The local supervisor or Engineer's office will call the supplier and give the following information:

A. Location calling. (Garage name & address)
B. Purchase Order Number.
C. Quantity, Description of fuel, unit & total price.
D. Delivery date.

Suppliers shall not make the delivery unless the above items have been provided to the supplier. Vendors need to call locations prior to delivery to make sure someone will be at the location to accept the delivery.

DOT locations will be using a 20% Biodiesel Additive/80% Low Sulfur Diesel #2 when temperatures are feasible for this mix. We know that deliveries between November 1st and March 1st may not meet temperature requirements. If vendor can't meet biodiesel blending temperature requirements they will need to notify the garage Supervisor of their situation and he will advise them of the appropriate mixture of #1 & #2 Ultra Low Sulfur Diesel that he would like them to deliver instead.

Truck Transport Deliveries
All items for any one garage or delivery site must be priced. All fuel products delivered to one location by truck transport are tied.

- **Orders**: From 7,000 to 8,000 gallons.

The vendor is required to make delivery within two working days after receiving an order. Delivery is to be made between the hours of 7:00 A.M. and 4:00 P.M., Monday through Friday excluding holidays. Loads may be made up of one or two different petroleum products. Loads may be split into two separate delivery locations. A split delivery fee of up to $25.00 will be allowed for such deliveries.

Tank wagon Deliveries
All items for any one garage or delivery site must be priced. All fuel products delivered to one location by tank wagon are tied.

- **Orders:** From 200 to 5,000 gallon

The vendor is required to make delivery within **one** working day after receiving an order. Delivery shall be made between the hours of 7:00 A.M. and 4:00 P.M. Monday through Friday excluding holidays. Loads may be made up of one or two different fuel products.

Contractor Knowledge of Blending Requirements for Biodiesel
Refer to pages 29 to 32 of the U.S. Department of Energy Biodiesel Handling and Use Guidelines located at this website: http://www.nrel.gov/transportation/pdfs/43672.pdf.

If you are unable to deliver biodiesel as ordered you will need to contact the Garage Supervisor for further instructions. By contacting the Garage Supervisor of your situation he will advise you of the appropriate mixture of #1 & #2 Low Sulfur Diesel that he would like you to deliver instead. Proof of temperature will be required at the time of delivery. Supervisor in charge will need to draw a sample to inspect the fuel prior to unloading. Please note this means temperatures of diesels & biodiesel additive B99.9/B100 will need to be known by vendors, especially for Tank wagon deliveries.

Failure to Deliver
If the contractor fails to deliver within a reasonable time after receipt of an order, or a phone call confirmed by an order, the State shall have the right to purchase on the open market and the contractor shall be liable for any excess cost occasioned thereby. The State of Iowa shall determine what constitutes a reasonable time in each case.

Quantities
The estimated required annual usage in gallons by location is given. While these figures are indicative of the quantities that may be delivered to this location, the appropriate agency/institution reserves the right to increase or decrease the quantity delivered.

The successful bidder agrees to furnish the State of Iowa with fuel throughout the contract period and, if necessary, reserve fuel for the department on a priority basis.

The vendor shall furnish a metered ticket at the time of delivery showing gallons delivered. In lieu of a metered ticket, a hand written ticket with quantities taken from a meter reading and confirmed by a state employee will be acceptable.

Payment - The Iowa Department of Transportation will be required to audit bills and make proper payment to the supplier within thirty (30) days of invoicing. Prompt payment terms may be offered for early payment of invoices.

Cancellation
In event a state agency determines that a change to or from tank wagon or truck transport deliveries is in the best interest of the state, a thirty (30) day written notice shall be given to the vendor to cancel the contract. A new quotation will be secured based on the new type of delivery.

A vendor may be relieved of it's obligation to furnish fuel to a state agency for due cause. Due cause may be defined as a catastrophic event or the discontinuance in the petroleum business. All such requests must be documented and made in writing at the earliest possible date.

Award
An award will be made from lowest total cost for each garage or site location. Award will be for the total cost of diesel #1, diesel #2 and biodiesel additive. Winter & Summer additive items costs will not be part of the award and may or may not be added to contract depending on products bid and cost of product. A contract will be written by the Iowa Department of Transportation after an award has been made. The Iowa Department of Transportation reserves the right to accept all or part, or to reject the entire quotation. The contract term is for one (1) year with renewal options on an annual basis for (3) additional one (1) year periods.

Insurance Requirements:

Contractor's Insurance Requirements

The resulting Contract will require the successful Vendor to maintain insurance coverage(s) of the type and in the amounts set forth below.

- It shall be the Contractor's responsibility to have liability insurance covering all of the project operations incident to contract completion and the Contractor(s) must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the insurance company firm name and address, contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Contractor(s) including a subcontractor, persons employed by a subcontractor(s), or by an independent contractor(s).
- In addition to the above, the Contracting Authority shall be included as an insured party, or a separate owner's protective policy shall be filed showing the Contracting Authority as an insured party.

- The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance shall be as follows:
    - *Comprehensive General Liability* including Contractual Liability;
    - Contingent Liability; Explosion, Collapse and Underground Drainage
    - Damage; Occurrence Basis Bodily Injury: Broad Form Personal Injury; Broad Form Property Damage.

Bodily Injury
The contractor will purchase and maintain throughout the term of this contract the following minimum limits and coverage:

- Each person $750,000
- Each accident/occurrence $750,000
- Workers Compensation $750,000
- Statutory Limits $750,000
- Employer's liability $750,000
- Pollution Liability $750,000
- Occupation Disease $750,000

Operations

- Property Damage $250,000 each occurrence

Builders Risk Insurance (Construction):
Each Contractor holding a valid contract with the Owner shall furnish and pay for builder's risk insurance, providing coverage for at least the following losses: fire, extended coverage, vandalism and malicious damage to materials incorporated in the project, and materials purchased to be incorporated in the project, either stored on or off the permanent job site. If this insurance coverage is not provided, the Contractor shall assume all responsibility for the perils outlined above which may occur prior to project completion and acceptance.

Failure on the part of the Contractor(s) to comply with the requirements of this Article will be considered sufficient cause to suspend the work, withhold estimates, and to deny the Contractor(s) any further contract awards, as provided in Article 1103.01.

The Contractor(s) shall require all subcontractor(s) meet the above insurance requirements.

The Certificate of Insurance must include the following;

- Iowa Department of Transportation must be listed as an additional insured
- Proposal Number
- Proposal Description
- Letting Date and Contract Period

Certification: When signing a contract from this proposal the successful bidder(s) is stating the blended fuel to be supplied during the contract period meets all the requirements stated in the Code of Iowa and DOT specifications.

BQ-9000 Producer Certification: The successful bidder will be responsible to supply the BQ-9000 certification for the producer of the biodiesel they will be providing for this bid. They can provide certification documentation with bid or ask for a provisional qualification while in the process of BQ-9000 Certification. Documentation as well as a phone number for a contact person from ISO will be required.

Certificate of Analysis for biodiesel: The successful bidder(s) needs to obtain and retain this information so that any authorized representative of the state shall have access to this information if requested. This only applies to Biodiesel additive B99.9/B100 and these documents will not be required for every invoice. This information needs to be held for 6 months beyond the life of the contract.

Monitor Sampling & Testing: The contracting authority reserves the right to inspect blending plants and take samples of components and test to verify compliance. Also, random monitor samples of the blended fuel will be taken at various locations and tested to verify compliance.