

Date Bids Due 8/19/2015		Time of Bid Opening 1:00 PM	Bid Opening Location Purchasing, Ames, IA	
Proposal Number 14779	Description Sand (Aggregate for Ice Control) FY2016			
Contract to Begin 9/15/2015	Date of Completion 9/14/2016	Proposal Guaranty Amount \$0.00	Liquidated Damages \$0.00	
Purchasing Agent Laura Linduski	E-Mail Address laura.linduski@dot.iowa.gov	Phone 515-239-1429	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	14779
Date Required	08/19/2015 1:00 PM

Title Sand (Aggregate for Ice Control) FY2016
Delivery Location
Shipping Terms FOB Destination/Freight Prepaid

Vendor
 PA Name Laura J Linduski
 Phone 515-239-1429
 E-Mail laura.linduski@dot.iowa.gov

Description

Product Availability Days: _____

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1 Ames Garage						
1.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: AMES, IA 50010			
Comments:						
2 Marshalltown Garage						
2.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: MARSHALLTOWN, IA 50158			
Comments:						
3 Tama Garage						
3.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: TAMA, IA 52339			
Comments:						
4 Grundy Center Garage						
4.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: GRUNDY CENTER, IA 50638			
Comments:						
5 Iowa Falls Garage						
5.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: IOWA FALLS, IA 50126			
Comments:						
6 Williams Garage						
6.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: WILLIAMS, IA 50271			
Comments:						
7 Gowrie Garage						
7.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: GOWRIE, IA 50543			
Comments:						
8 Fort Dodge						
8.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: FORT DODGE, IA 50501			
Comments:						
9 Jefferson Garage						
9.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: JEFFERSON, IA 50129			
Comments:						
10 Boone Garage						
10.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: BOONE, IA 50036			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
10.2	200	TON	AGGREGATE FOR ICE CONTROL(SAND-QUARRY PICKUP) QUARRY LOCATION _____ Miles from quarry to DOT garage requesting cost _____ Delivery Location: BOONE, IA 50036			
Comments:						
11	Malcom Garage					
11.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: MALCOM, IA 50157			
Comments:						
12	Grinnell Garage					
12.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: GRINNELL, IA 50112			
Comments:						
13	Newton Garage					
13.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: NEWTON, IA 50208			
Comments:						
14	Des Moines North Garage					
14.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: DES MOINES, IA 50313			
Comments:						
15	Altoona Garage					
15.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: ALTOONA, IA 50009			
Comments:						
16	Grimes Garage					
16.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: GRIMES, IA, IA 50111			
Comments:						
17	Carlisle Garage					
17.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: CARLISLE, IA 50047			
Comments:						
18	Camp Dodge IA Dept of Public Defense 7105 NW 70TH AVE, Johnston, IA 50131					
18.1	100	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED)			
Comments:						
19	Woodward Resource Center					
19.1	130	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: WOODWARD, IA 50276			
Comments:						
20	Iowa State University					
20.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-QUARRY PICKUP) QUARRY LOCATION _____ Miles from quarry to ISU campus, Ames IA _____ Shipping Terms: Will Call, Dot Will Pickup			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
21 Mason City Garage						
21.1	500	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: MASON CITY, IA 50401			
Comments:						
21.2	500	TON	AGGREGATE FOR ICE CONTROL(SAND-QUARRY PICKUP) QUARRY LOCATION _____ Miles from quarry to DOT garage requesting cost _____ Shipping Terms: Will Call, Dot Will Pickup			
Comments:						
22 Charles City Garage						
22.1	1,000	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: CHARLES CITY, IA 50616			
Comments:						
22.2	1,000	TON	AGGREGATE FOR ICE CONTROL(SAND-QUARRY PICKUP) QUARRY LOCATION _____ Miles from quarry to DOT garage requesting cost _____ Shipping Terms: Will Call, Dot Will Pickup			
Comments:						
23 Osage Garage						
23.1	400	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: OSAGE, IA 50461			
Comments:						
23.2	400	TON	AGGREGATE FOR ICE CONTROL(SAND-QUARRY PICKUP) QUARRY LOCATION _____ Miles from quarry to DOT garage requesting cost _____ Shipping Terms: Will Call, Dot Will Pickup			
Comments:						
24 Hanlontown Garage						
24.1	300	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: HANLONTOWN, IA 50444			
Comments:						
24.2	300	TON	AGGREGATE FOR ICE CONTROL(SAND-QUARRY PICKUP) QUARRY LOCATION _____ Miles from quarry to DOT garage requesting cost _____ Shipping Terms: Will Call, Dot Will Pickup			
Comments:						
25 Waukon Garage						
25.1	400	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: WAUKON, IA 52172			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
25.2	300	TON	AGGREGATE FOR ICE CONTROL(SAND-QUARRY PICKUP) QUARRY LOCATION _____ Miles from quarry to DOT garage requesting cost _____ Shipping Terms: Will Call, Dot Will Pickup			
Comments:						
26	Waterloo Garage					
26.1	1,000	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: WATERLOO, IA 50704			
Comments:						
26.2	1,000	TON	AGGREGATE FOR ICE CONTROL(SAND-QUARRY PICKUP) QUARRY LOCATION _____ Miles from quarry to DOT garage requesting cost _____ Shipping Terms: Will Call, Dot Will Pickup			
Comments:						
27	Garner Garage					
27.1	600	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: GARNER, IA 50438			
Comments:						
27.2	600	TON	AGGREGATE FOR ICE CONTROL(SAND-QUARRY PICKUP) QUARRY LOCATION _____ Miles from quarry to DOT garage requesting cost _____			
Comments:						
28	Algona Garage					
28.1	600	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: ALGONA, IA 50511			
Comments:						
28.2	600	TON	AGGREGATE FOR ICE CONTROL(SAND-QUARRY PICKUP) QUARRY LOCATION _____ Miles from quarry to DOT garage requesting cost _____			
Comments:						
29	Swea City Garage					
29.1	600	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: SWEA CITY, IA 50590			
Comments:						
29.2	600	TON	AGGREGATE FOR ICE CONTROL(SAND-QUARRY PICKUP) QUARRY LOCATION _____ Miles from quarry to DOT garage requesting cost _____			
Comments:						
30	Waverly Garage					

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
30.1	300	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: WAVERLY, IA 50677			
Comments:						
30.2	300	TON	AGGREGATE FOR ICE CONTROL(SAND-QUARRY PICKUP) QUARRY LOCATION _____ Miles from quarry to DOT garage requesting cost _____			
Comments:						
31	Allison Garage					
31.1	300	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: ALLISON, IA 50602			
Comments:						
31.2	300	TON	AGGREGATE FOR ICE CONTROL(SAND-QUARRY PICKUP) QUARRY LOCATION _____ Miles from quarry to DOT garage requesting cost _____			
Comments:						
32	Elkader Garage					
32.1	600	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: ELKADER, IA 52043			
Comments:						
32.2	600	TON	AGGREGATE FOR ICE CONTROL(SAND-QUARRY PICKUP) QUARRY LOCATION _____ Miles from quarry to DOT garage requesting cost _____			
Comments:						
33	Cresco offsite					
33.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: CRESCO, IA 52136			
Comments:						
33.2	200	TON	AGGREGATE FOR ICE CONTROL(SAND-QUARRY PICKUP) QUARRY LOCATION _____ Miles from quarry to DOT garage requesting cost _____			
Comments:						
34	New Hampton Garage					
34.1	1,000	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: NEW HAMPTON, IA 50659			
Comments:						
34.2	1,000	TON	AGGREGATE FOR ICE CONTROL(SAND-QUARRY PICKUP) QUARRY LOCATION _____ Miles from quarry to DOT garage requesting cost _____ Shipping Terms: Will Call, Dot Will Pickup			
Comments:						
35	Decorah Garage					

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
35.1	500	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: DECORAH, IA 52101			
Comments:						
35.2	500	TON	AGGREGATE FOR ICE CONTROL(SAND-QUARRY PICKUP) QUARRY LOCATION _____ Miles from quarry to DOT garage requesting cost _____ Shipping Terms: Will Call, Dot Will Pickup			
Comments:						
36	West Union Garage					
36.1	600	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: WEST UNION, IA 52175			
Comments:						
36.2	600	TON	AGGREGATE FOR ICE CONTROL(SAND-QUARRY PICKUP) QUARRY LOCATION _____ Miles from quarry to DOT garage requesting cost _____ _____			
Comments:						
37	Sac City Garage					
37.1	300	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: SAC CITY, IA 50583			
Comments:						
38	Rockwell City Garage					
38.1	300	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: ROCKWELL CITY, IA 50579			
Comments:						
39	Denison Garage					
39.1	500	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: DENISON, IA 51442			
Comments:						
40	Carroll Garage					
40.1	500	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: CARROLL, IA 51401			
Comments:						
41	Rock Valley					
41.1	150	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: ROCK VALLEY, IA 51247			
Comments:						
42	Alton					
42.1	300	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: ALTON, IA 51003			
Comments:						
43	Spencer					
43.1	400	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: SPENCER, IA 51301			
Comments:						
44	Perry Garage					
44.1	300	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: PERRY, IA 50220			
Comments:						
45	Centerville Garage					

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
45.1	100	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: CENTERVILLE, IA 52544			
Comments:						
46	Osceola Garage					
46.1	500	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: OSCEOLA, IA 50213			
Comments:						
47	Leon Garage					
47.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: LEON, IA 50144			
Comments:						
48	Chariton Garage					
48.1	100	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: CHARITON, IA 50049			
Comments:						
49	Oskaloosa Garage					
49.1	100	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: OSKALOOSA, IA 52577			
Comments:						
50	Knoxville Garage					
50.1	500	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: KNOXVILLE, IA 50138			
Comments:						
51	Albia Garage					
51.1	100	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: ALBIA, IA 52531			
Comments:						
52	Ottumwa Garage					
52.1	100	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: OTTUMWA, IA 52501			
Comments:						
53	Martensdale Garage					
53.1	500	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: MARTENSDALE, IA 50160			
Comments:						
54	Bloomfield Garage					
54.1	100	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: BLOOMFIELD, IA 52537			
Comments:						
55	Burlington Garage					
55.1	500	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: WEST BURLINGTON, IA 52655			
Comments:						
56	Wapello					
56.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: WAPELLO, IA 52653			
Comments:						
57	Mount Pleasant Garage					
57.1	350	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: MOUNT PLEASANT, IA 52641			
Comments:						
58	Fairfield Garage					

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
58.1	350	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: FAIRFIELD, IA 52556			
Comments:						
59	Sigourney Garage					
59.1	100	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: SIGOURNEY, IA 52591			
Comments:						
60	Donnellson Garage					
60.1	500	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: DONNELLSON, IA 52625			
Comments:						
61	Muscatine Garage					
61.1	200	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: MUSCATINE, IA 52761			
Comments:						
62	Washington Garage					
62.1	400	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: WASHINGTON, IA 52353			
Comments:						
63	Urbana Garage					
63.1	500	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: URBANA, IA 52345			
Comments:						
64	Newhall Garage					
64.1	500	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: WATKINS, IA 52354			
Comments:						
65	Independence					
65.1	400	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: INDEPENDENCE, IA 50644			
Comments:						
66	Manchester					
66.1	500	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: MANCHESTER, IA 52057			
Comments:						
67	Williamsburg Garage					
67.1	400	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: WILLIAMSBURG, IA 52361			
Comments:						
68	Tipton Garage					
68.1	500	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: TIPTON, IA 52772			
Comments:						
69	Stanwood offsite					
69.1	500	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: STANWOOD, IA 52772			
Comments:						
70	Dyersville Garage					
70.1	500	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) QUARRY LOCATION _____ Delivery Location: DYERSVILLE, IA 52040			
Comments:						
71	Anamosa Garage					

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
71.1	1,000	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: ANAMOSA, IA 52205			
Comments:						
72	Davenport Garage					
72.1	500	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: DAVENPORT, IA 52809			
Comments:						
73	Coralville Garage					
73.1	500	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: CORALVILLE, IA 52241			
Comments:						
74	Cedar Rapids					
74.1	1,000	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: CEDAR RAPIDS, IA 52404			
Comments:						
75	Marion					
75.1	1,000	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: MARION, IA 52302			
Comments:						
76	Dubuque Garage					
76.1	600	TON	AGGREGATE FOR ICE CONTROL(SAND-DELIVERED) Delivery Location: DUBUQUE, IA 52003			
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.

Fine Aggregate for Ice Control

DESCRIPTION.

Natural sands resulting from disintegration of rock through erosional processes.

GRADATION.

Meet the following gradation:

3/8"	#4	#8	#30	#50	#100	#200
100	90-100	70-100	10-50			0-2

UNACCEPTABLE MATERIALS.

Article 1106.04 applies. Stockpiles contaminated with organic or other foreign materials may be cause for rejection of the aggregate. The Engineer or Manager will determine acceptability by visual examination or other methods.

**Iowa Department of Transportation
SUPPLEMENTAL TERMS & CONDITIONS
For
Sand (Aggregate for Ice Control) FY 2016
Proposal No14779
Letting Date: August 19, 2015**

Proposal Guarantee

Proposal guarantee is not required on this proposal.

Contract Award

Award will be made by Group.

DOT District Operation Managers will determine the best primary award option to fit their needs, either pickup or delivered.

A contract may be awarded by delivery or pick-up of aggregate to any one of the delivery points or combination of delivery points. The Iowa DOT reserves the right to select the delivery point or points and their geographical locations and the number of delivery points and tonnage of aggregate awarded to any one bidder. Protests of award recommendations shall be in accordance with Paragraph 761-20,4(6)"e", Iowa Administrative Code.

Contract Quantities

Requested quantity was determined based on previous purchases and budgets. Actual purchases throughout the contract period may vary considerably from estimates.

Contract Period

The contract period will be from September 15, 2015 through September 14, 2016.

Contract Extension

Upon mutual agreement, the contract may be extended under the same terms and conditions for three (3) additional years in twelve (12) month increments. Quantities extended may vary from original contract amounts.

Locations will order product on an "as needed" basis. Order quantities and delivery instructions will be provided by location ordering product.

Purchase Orders

No purchase orders will be issued for products ordered under this proposal. Field offices will contact successful bidders to order material and will process invoices for payment.

Delivery Requirements

The material shall be delivered to the Iowa DOT destination(s) between 7:30 a.m. – 3:30 p.m. and on normal working days Monday through Friday.

Dumped (Delivered)

Material shall be delivered to the site and dumped where directed by the District Operations Manager. DOT Maintenance forces will construct stockpile. This is reference to the term "Delivered" in the Schedule of Prices.

Delivery Period

Delivery period of each order shall be within 10 working days. If within 15 days the product is not available, the Iowa DOT has the right to purchase the material from another source.

Load Tickets

When quantity of order requires more than one truckload, each load ticket shall be numbered in sequence indicating each delivery location.