



# Bid Response

		Bid Opening Date 2/17/2016	Time of Bid Opening 1:00 P.M.	Bid Opening Location 800 Lincoln Way, Ames, IA	
Proposal Number 15610	Description Miscellaneous Vehicle Use Items				
Contract Begin Date 3/1/2016	Contract Completion Date 10/31/2016	Bid Bond (\$) \$0.00		Performance Bond (Y/N) N	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
Bidder Contact		E-mail Address		Phone	Fax
Supplier agrees to sell items/services at the same prices, terms and conditions to any other Iowa state agency. Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> Yes <input type="checkbox"/> No				Bidder is an Iowa Targeted Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No	

## GENERAL INFORMATION

This solicitation includes the Bid Response cover page, Schedule of Prices, Standard Terms and Conditions, Supplemental terms (if any), Specifications, Plans and Drawings, mailing label and all other information needed to prepare and submit 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 and bid opening 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 bid bond in an accepted form, in the sum indicated above. Refer to the Standard Terms and Conditions for the accepted forms in which the bid bond requirement may be fulfilled. **Bids lacking a required bid bond 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 bid bond may be retained by the State.

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

*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 solicitation including delivery schedules. 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	15610
Date Required	02/17/2016 1:00 PM

Title MISCELLANEOUS VEHICLE USE ITEMS  
 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

Product Availability Days: \_\_\_\_\_

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
<b>1</b> BENDIX AIR BRAKES *****No Substitutions Allowed***** Award will be made for any group or combination of groups. All items within a group must be bid to be considered for a group award.						
1.1	40	EACH	KIT DESICCANT CART REFILL BENDIX #107794X VENDOR WILL BE RESPONSIBLE FOR THE COST OF CORES BEING RETURNED FROM THE DOT TO THE VENDOR'S LOCATION.  CORE CHARGE \$ _____  Stock #: 128-400035			
Comments:						
1.2	600	EACH	DESICCANT CARTRIDGE BENDIX REMAN. #BX109493X OEM REMANUFACTURED CARTRIDGE  VENDOR WILL BE RESPONSIBLE FOR THE COST OF CORES BEING RETURNED FROM THE DOT TO THE VENDOR'S LOCATION.  CORE CHARGE \$ _____  Stock #: 128-400040			
Comments:						
1.3	120	EACH	PURGE VALVE ASSEMBLY F/AD-IP AIR DRIER BENDIX #K022105 BENDIX #K022105  Stock #: 128-400045			
Comments:						
1.4	30	EACH	HEATER & THERMOMETER KIT 12V BENDIX #109495 Stock #: 128-400050			
Comments:						
1.5	20	EACH	PURGE VALVE KIT F/AD9 DRYER BENDIX #5005037 Stock #: 128-400098			
Comments:						
<b>2</b> GROTE ITEM ONLY *****No Substitutions Allowed***** Award will be made for any group or combination of groups. All items within a group must be bid to be considered for a group award.						
2.1	6	EACH	LAMP PIGTAIL GROTE #68680 ONLY F/DOT STK#012-099900&910 Stock #: 012-099925			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
3	<p>GROTE OR TRUCKLITE ITEMS  *****No Substitutions Allowed*****  ONLY GROTE OR TRUCKLITE BRANDS ARE APPROVED.  All Items are tied. Award will be made for any group or combination of groups. All items within a group must be bid to be considered for a group award.</p>					
3.1	8	EACH	LAMP CLEARANCE GROMMET F/2.5" MARK BRAND PROVIDING: GROTE #91410 TRUCKLITE #10704  Stock #: 012-054780			
Comments:						
3.2	20	KIT	LAMP CLEARANCE GROMMET MOUNT KIT F/2" MARK BRAND PROVIDING: GROTE #94100 TRUCKLITE #30401  (CONSISTS OF: TRUCKLITE #30700 GROMMET & #94902 PLUG & GROUNDING SCREW)  Stock #: 012-054790			
Comments:						
3.3	100	EACH	LAMP CLEARANCE SEALED UNIT 2" RED MARK BRAND PROVIDING: GROTE #45822 TRUCKLITE #30200RP  Stock #: 012-054802			
Comments:						
3.4	20	EACH	LAMP CLEARANCE SEALED 2" YELLOW MARK BRAND PROVIDING: GROTE #45823 TRUCKLITE #30200YP  Stock #: 012-054821			
Comments:						
3.5	60	EACH	LAMP CLEARANCE MARKER PIGTAIL MARK BRAND PROVIDING: GROTE #67050 TRUCKLITE #94902  Stock #: 012-054850			
Comments:						
3.6	18	EACH	LAMP FLASHER UNIT 12 VOLT MARK BRAND PROVIDING: GROTE #44530 TRUCKLITE #172  Stock #: 012-070750			
Comments:						
3.7	60	EACH	LAMP STOP TAIL&T/S 3 WIRE MARK BRAND PROVIDING: GROTE #52892 TRUCKLITE #60202R  Stock #: 012-098301			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
3.8	12	EACH	LAMP GROMMET F/STOP-TAIL & T/S MARK BRAND PROVIDING: GROTE #92420 TRUCKLITE #60700  Stock #: 012-098309			
Comments:						
3.9	20	EACH	LAMP PIGTAIL F/STOP-TAIL & T/S MARK BRAND PROVIDING: GROTE # 67000 TRUCKLITE #94926  Stock #: 012-098318			
Comments:						
3.10	30	EACH	LAMP TAIL F/90-92 I.H. DOUBLE MARK BRAND PROVIDING: GROTE #53762 TRUCKLITE #5315Y101  Stock #: 012-099900			
Comments:						
3.11	20	EACH	LAMP TAIL F/90-92 I.H. SINGLE RH/LT MARK BRAND PROVIDING: GROTE #53702 TRUCKLITE #5316Y101  Stock #: 012-099910			
Comments:						
3.12	120	EACH	LAMP TRACTOR CLEAR 12 VOLT MARK BRAND PROVIDING: GROTE #64931 TRUCKLITE #80375  Stock #: 012-100500			
Comments:						
3.13	120	EACH	REFLECTOR TRUCK AMBER 3" 25/CS MARK BRAND PROVIDING: GROTE #40193 TRUCKLITE #43A  Stock #: 018-133000			
Comments:						
3.14	100	EACH	REFLECTOR TRUCK RED 3" MARK BRAND PROVIDING: GROTE #40192 TRUCKLITE #43  Stock #: 018-133500			
Comments:						
4	<b>TRUCKLITE ITEMS ONLY</b> <b>*****No Substitutions Allowed*****</b> Award will be made for any group or combination of groups. All items within a group must be bid to be considered for a group award.					
4.1	4	EACH	CABLE TAIL LITE CROSSOVER TRUCK-LITE #95007  Stock #: 533-541500			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
4.2	100	EACH	LAMP MARKER 2.5" RED LED #10 TRUCKLITE #10050R Stock #: 012-020910			
Comments:						
4.3	100	EACH	LAMP MARKER 2 IN RED LED #30 TRUCKLITE #30270R Stock #: 012-020912			
Comments:						
4.4	40	EACH	LAMP MARKER 2.5" AMBER LED #10 TRUCKLITE #10050Y Stock #: 012-020915			
Comments:						
4.5	30	EACH	LAMP MARKER 2 IN AMBER LED #30 TRUCKLITE #30270Y Stock #: 012-020917			
Comments:						
4.6	60	EACH	LAMP STOP/TAIL 4" RED #44 LED TRUCKLITE #44030R Stock #: 012-020920			
Comments:						
4.7	20	EACH	LAMP BACKUP WHITE LED 4" #44 TRUCKLITE #44041C (kit) Stock #: 012-020925			
Comments:						
4.8	60	EACH	LAMP STOP/TAIL 2X6 RED LED #60 TRUCKLITE #60050R Stock #: 012-020930			
Comments:						
4.9	5	EACH	LAMP 4" GROMMET F/#44 LED LAMP TRUCKLITE #40700 Stock #: 012-020935			
Comments:						
4.10	10	EACH	LAMP PIGTAIL F/#44 LED LAMP TRUCKLITE #94706 Stock #: 012-020940			
Comments:						
4.11	80	EACH	LAMP HEADLAMP 5X7 RECTANGLE 12V TRUCK-LITE #27009 Stock #: 012-046600			
Comments:						
4.12	6	EACH	LAMP PIGTAIL METRI-PACK SEALED TRUCKLITE #95000 ONLY Stock #: 012-099935			
Comments:						
5	<b>HOSE CLAMPS</b> *****No Substitutions Allowed***** Award will be made for any group or combination of groups. All items within a group must be bid to be considered for a group award.					

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
5.1	200	EACH	CLAMP HOSE 1/4" TO 5/8" IDEAL #62604 STAINLESS STEEL Stock #: 003-236250			
Comments:						
5.2	300	EACH	CLAMP HOSE 7/16" TO 1" IDEAL #5408  SCREW: 3/8" SAFETY COLLARD HEX DRIVE, ZINK PLATED, YELLOW DICHROMATE CARBON STEEL. BAND AND HOUSING: 9/16" WIDE STAINLESS STEEL  Stock #: 003-241500			
Comments:						
5.3	200	EACH	CLAMP HOSE 1/2" TO 1-1/16" IDEAL #5410  SCREW: 3/8" SAFETY COLLARD HEX DRIVE, ZINK PLATED, YELLOW DICHROMATE CARBON STEEL. BAND AND HOUSING 9/16" WIDE STAINLESS STEEL  Stock #: 003-242000			
Comments:						
5.4	200	EACH	CLAMP HOSE 1/2" TO 1-1/4" IDEAL #5412  SCREW: 3/8" SAFETY COLLARD HEX DRIVE, ZINK PLATED, YELLOW DICHROMATE CARBON STEEL. BAND AND HOUSING 9/16" WIDE STAINLESS STEEL  Stock #: 003-242500			
Comments:						
5.5	150	EACH	CLAMP HOSE 11/16" TO 1-1/2" IDEAL #5416  SCREW: 3/8" SAFETY COLLARD HEX DRIVE, ZINK PLATED, YELLOW DICHROMATE CARBON STEEL. BAND AND HOUSING 9/16" WIDE STAINLESS STEEL  Stock #: 003-243000			
Comments:						
5.6	50	EACH	CLAMP HOSE 3/4" TO 1-3/4" IDEAL #5420  SCREW: 3/8" SAFETY COLLARD HEX DRIVE, ZINK PLATED, YELLOW DICHROMATE CARBON STEEL. BAND AND HOUSING 9/16" WIDE STAINLESS STEEL  Stock #: 003-243500			
Comments:						
5.7	100	EACH	CLAMP HOSE 1" TO 2" IDEAL #5424  SCREW: 3/8" SAFETY COLLARD HEX DRIVE, ZINK PLATED, YELLOW DICHROMATE CARBON STEEL. BAND AND HOUSING 9/16" WIDE STAINLESS STEEL  Stock #: 003-244000			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
5.8	100	EACH	CLAMP HOSE 1-5/16" TO 2-1/4" IDEAL #5428 SCREW: 3/8" SAFETY COLLARD HEX DRIVE, ZINK PLATED, YELLOW DICHROMATE CARBON STEEL. BAND AND HOUSING 9/16" WIDE STAINLESS STEEL Stock #: 003-244100			
Comments:						
5.9	200	EACH	CLAMP HOSE 1-9/16" TO 2-1/2" IDEAL #5432 SCREW: 3/8" SAFETY COLLARD HEX DRIVE, ZINK PLATED, YELLOW DICHROMATE CARBON STEEL. BAND AND HOUSING 9/16" WIDE STAINLESS STEEL Stock #: 003-244500			
Comments:						
5.10	200	EACH	CLAMP HOSE 1-1/8" TO 3" IDEAL #5440 SCREW: 3/8" SAFETY COLLARD HEX DRIVE, ZINK PLATED, YELLOW DICHROMATE CARBON STEEL. BAND AND HOUSING 9/16" WIDE STAINLESS STEEL Stock #: 003-245000			
Comments:						
5.11	100	EACH	CLAMP HOSE 2-5/16" TO 3-1/4" IDEAL #5444 SCREW: 3/8" SAFETY COLLARD HEX DRIVE, ZINK PLATED, YELLOW DICHROMATE CARBON STEEL. BAND AND HOUSING 9/16" WIDE STAINLESS STEEL Stock #: 003-245500			
Comments:						
5.12	50	EACH	CLAMP HOSE 1-3/4" TO 3-1/2" IDEAL #5448 SCREW: 3/8" SAFETY COLLARD HEX DRIVE, ZINK PLATED, YELLOW DICHROMATE CARBON STEEL. BAND AND HOUSING 9/16" WIDE STAINLESS STEEL Stock #: 003-246000			
Comments:						
6	<b>NELSON EXHAUST CLAMPS</b> *****No Substitutions Allowed***** Award will be made for any group or combination of groups. All items within a group must be bid to be considered for a group award.					
6.1	1	EACH	EXHAUST SYSTEM CLAMP 1-3/4" NELSON #90928K U-BOLT CLAMP, UNFINISHED Stock #: 005-033505			
Comments:						
6.2	12	EACH	EXHAUST SYSTEM CLAMP 1-7/8" NELSON #90914K U-BOLT CLAMP, UNFINISHED Stock #: 005-033510			
Comments:						
6.3	12	EACH	EXHAUST SYSTEM CLAMP 2" NELSON #90929K U-BOLT CLAMP, UNFINISHED Stock #: 005-033515			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
6.4	30	EACH	EXHAUST SYSTEM CLAMP 2-1/4" NELSON #90915K U-BOLT CLAMP, UNFINISHED Stock #: 005-033520			
Comments:						
6.5	10	EACH	EXHAUST SYSTEM CLAMP 2.5" NELSON #90916K U-BOLT CLAMP, UNFINISHED Stock #: 005-033525			
Comments:						
6.6	1	EACH	EXHAUST SYSTEM CLAMP 3" NELSON #90866A WELDED SADDLE, ZINC PLATED Stock #: 005-033535			
Comments:						
6.7	4	EACH	EXHAUST SYSTEM CLAMP 2-3/4" NELSON #89544K GUILLOTINE, ZINC PLATED Stock #: 005-033530			
Comments:						
6.8	6	EACH	EXHAUST SYSTEM CLAMP 3-1/2" NELSON #89547K GUILLOTINE, ZINC PLATED Stock #: 005-033545			
Comments:						
6.9	20	EACH	EXHAUST SYSTEM CLAMP 4" NELSON #89548K GUILLOTINE, ZINC PLATED Stock #: 005-033555			
Comments:						
6.10	40	EACH	EXHAUST SYSTEM STRAP(BAND) 3-1/2" NELSON #89526K 300 GRADE STAINLESS STEEL - NON-MAGNETIC Stock #: 005-033670			
Comments:						
6.11	30	EACH	EXHAUST SYSTEM STRAP (BAND) 4" NELSON #89527K- 20 300 GRADE STAINLESS STEEL - NON-MAGNETIC Stock #: 005-033676			
Comments:						
6.12	2	EACH	EXHAUST FLEXIBLE TUBING 4" X 10' NELSON #89624K 300 GRADE STAINLESS STEEL - NON-MAGNETIC Stock #: 005-033690			
Comments:						
6.13	3	EACH	EXHAUST FLEXIBLE TUBING 3-1/2" X 10'NELSON #89623K STAINLESS STEEL STYLE 300 NON-MAGNETIC RUST- PROOF Stock #: 005-034000			
Comments:						
7	ZIP TIES NYLON *****ALTERNATIVE BRANDS WILL BE EVALUATED*****  Brands listed have been pre-approved by the Iowa DOT. Alternative brands may be bid, but if not previously tested may be subject to testing by the Iowa DOT prior to the award.  Provide brand and part number you are bidding.  Award will be made for any group or combination of groups. All items within a group must be bid to be considered for a group award.					
7.1	10,000	EACH	TIE ZIP NYLON 4" BLACK WAYTEK #21041C 100/BAG UL RATED, LOOP TENSILE STRENGTH 18-LBS. WAYTEK #21041C Stock #: 003-234030			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
7.2	20,000	EACH	TIE ZIP NYLON 7-1/2" BLK WAYTEK #21044C 100/BAG MID IOWA FASTENER #ZFB2651 OR WAYTEK #21044C UL RATED, LOOP TENSILE STRENGTH 50-LBS. Stock #: 003-234050			
Comments:						
7.3	1,600	EACH	TIE ZIP NYLON 7-1/2" RED 100/BAG UL RATED, LOOP TENSILE STRENGTH 50-LBS. Stock #: 003-234075			
Comments:						
7.4	2,000	EACH	TIE ZIP NYLON 7" BLUE 100/BAG UL RATED, LOOP TENSILE STRENGTH 50-LBS. Stock #: 003-234090			
Comments:						
7.5	2,000	EACH	TIE ZIP NYLON 7" GRAY 100/BAG UL RATED, LOOP TENSILE STRENGTH 50-LBS. Stock #: 003-234095			
Comments:						
7.6	1,000	EACH	TIE ZIP NYLON 7" GREEN 100/BAG UL RATED, LOOP TENSILE STRENGTH 50-LBS. Stock #: 003-234085			
Comments:						
7.7	1,000	EACH	TIE ZIP NYLON 7" YELLOW 100/BAG UL RATED, LOOP TENSILE STRENGTH 50-LBS. Stock #: 003-234080			
Comments:						
7.8	100,000	EACH	TIE ZIP NYLON 15" 100/BAG BLACK UL RATED, LOOP TENSILE STRENGTH 50-LBS. Stock #: 003-234070			
Comments:						
8	<p>Spinner Nozzle Kit *****ALTERNATIVE BRANDS WILL BE EVALUATED*****</p> <p>Brands listed have been pre-approved by the Iowa DOT. Alternative brands may be bid, but if not previously tested may be subject to testing by the Iowa DOT prior to the award.</p> <p>Provide brand and part number you are bidding.</p> <p>Award will be made for any group or combination of groups. All items within a group must be bid to be considered for a group award.</p>					
8.1	8	EACH	SPINNER NOZZLE KIT MONROE CONTAINS: 5-05037306 HOSE BARB, BRASS, 1/2 MNPT X 1/2 MALE 1-05037318 TEE, BRASS, 1/2 FNPT 1-05037317 ELBOW, BRASS, 1/2 FNPT X 1/2 FNPT, 90 DEGREE 6-05021402 WASHER, STAINLESS STEEL, 0.85 ID X X 1.73 OD 2-05037316 NOZZLE, BRASS, 1/2 MNPT, FLAT V FAN Stock #: 755-840100			
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

Submission of Quotations, Bids or Proposals

-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 solicitation 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 solicitation
- Bid Solicitation-
  - 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 solicitation including clearly responding to the contents of the bid solicitation. 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.**

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### A. Solicitation

1. **Bid Opening:** Bid openings are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Quotations, Bids or Proposals received after the time of the bid opening will be returned unopened and considered non-compliant.
2. **Communications:** Questions concerning this solicitation should be directed to the purchasing agent listed on the bid solicitation. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication.
3. **Bid Bond:** If required, the Bid Response page will indicate the dollar amount required to be included in the bid response. A Bid Bond 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 Bid Bond requirement. A properly completed and signed copy of the Bid Bond (*Form 131084*) must accompany the bid. **The Iowa DOT's Bid Bond 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 solicitation. 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 Quotation, Bid or Proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid. Quotations, Bids or Proposals 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 Iowa DOT website at [www.iowadot.gov/purchasing](http://www.iowadot.gov/purchasing) under the *Bid Award* link referencing the Solicitation 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 Bid Response.
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 7:00 a.m. and 3:00 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 responsible, responsive bidder whose Quotation, Bid or Proposal meets the requirements of the solicitation and is the most advantageous to the Iowa DOT. 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 solicitation 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. The Iowa DOT may offer a contract extension to the Contractor when a scheduled target date cannot be met.
4. **Consumer Price Index (CPI-U):** A CPI may be allowed as specified in the terms of the bid solicitation and at the discretion of the Iowa DOT based on currently posted CPI-U, US City Average, All Items – non seasonally adjusted unless otherwise specified. This applies each of any subsequent renewals, extensions, amendments issued under the contract for the duration of the contract.

5. **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.
6. **Default (Supplier):** 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.
7. **Default (Contractor):** 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 the Iowa 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 Bid Response, 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. **Indemnification-Goods:** To the extent the goods are not manufactured in accordance with Iowa DOT's designs, Supplier shall defend, indemnify and hold harmless Iowa DOT, its assignees, and other users of the goods from and against any claim of infringement of any letters patent, trade names, trademarks, copyright or trade secrets by reason of sale or use of any articles purchased. Iowa DOT shall promptly notify Supplier of any such claim.
8. **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.
9. **Iowa Open Records Law:** All Bid Responses are subject to terms and provisions of Iowa Code Chapter 22 Examination of Public Records (Open Records), specifically 22.7- Confidential Records.

10. **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.
11. **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 goods or services or both.
12. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
13. **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  
Miscellaneous Vehicle Use Items  
Proposal No.: 15610  
Letting Date: February 17, 2016**

**Proposal Guarantee**

Proposal guarantee is not required on this proposal.

**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.

**Approved Brands**

Groups 1 – 6 no substitutions will be allowed. Groups 7 & 8 alternative brands will be evaluated, but if not previously tested may be subject to testing by the Iowa DOT prior to the award.

**Contract Award**

Groups 1-7 and line 8 will be awarded by group or combination of groups. All items within a group must be bid to be considered for a group award. The Iowa DOT reserves the right to re-direct award to make economical size contracts.

**Contract Period**

The successful bidder will be awarded an 8 month contract with an option to renew for three (3) additional years in twelve (12) month increments. A price adjustment may be allowed on each extension but must not exceed the CPI, PPI, or appropriate index for adjustment. The adjustment must 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: February 17, 2016  
PROPOSAL NO: 15610  
PROPOSAL DESCRIPTION: MISCELLANEOUS VEHICLE USE ITEMS

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