



Bid Response

		Bid Opening Date 2/10/2016	Time of Bid Opening 1:00 P.M.	Bid Opening Location 800 Lincoln Way, Ames, IA	
Proposal Number 15664	Description GALV. CABLES, CLAMPS, HIGH TEST AND TRANSFER CHAIN				
Contract Begin Date 3/1/2016	Contract Completion Date 2/28/2017	Bid Bond (\$) N/A		Performance Bond (Y/N) N	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	
Bidder Contact Name		E-mail Address		Phone	Fax
Bidder 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

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 or purchase order. **Faxed or email bids will be accepted.**

Standard Terms and Conditions- Requests for Quotations or Bids

(Please refer to all Standard Terms and Conditions in the solicitation)

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 or service provider. The Iowa DOT 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 (30) days from the bid opening date.

Method of Award: Award shall be made to the lowest responsible, responsive bidder whose bid meets the requirements of the solicitation 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.

Contracts: Successful contractor(s) may be sent either a formal contract or a purchase order. The contractor may not assign the contract to another party without written authorization from the Iowa DOT Purchasing Section.

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, extended price, or total amount of bid, the unit price 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.

We certify that all materials, equipment and/or services bid or proposed meet or exceed the specifications and requirement and will be supplied in accordance with the entire contents of this solicitation including delivery schedules.

Signed _____ Date _____



Schedule Of Prices

Number	15664
Date Required	02/10/2016 1:00 PM

Title GALV. CABLES, CLAMPS, HIGH TEST AND TRANSFER CHAIN
 Delivery Location AMES, IA 50010
 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: _____

Price Good Until: _____

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	GALV. CABLES AND CLAMPS ALL ITEMS IN THIS GROUP WILL BE AWARDED TO A SINGLE VENDOR. ALL ITEMS WITHIN THE GROUP MUST BE BID TO BE ELIGIBLE FOR GROUP AWARD. ALL BRANDS WILL BE SUBJECT TO TESTING PRIOR TO AWARD IF NOT ALREADY PRE-APPROVED BY THE IOWA DOT.					
1.1	250	FT	CABLE GALVANIZED 7X19 IWRC 3/16" AIRCRAFT RIGHT REGULAR LAY, NOMINAL STRENGTH 4,200# EACH SPOOL MUST HAVE 250' OF CABLE AND NO MORE THAN 250' PER SPOOL LIST BRAND _____ WLL# _____ SAFETY FACTOR RATIO _____ Stock #: 003-036000			
Comments:						
1.2	1,000	FT	CABLE GALV. 7X19 1/4" AIRCRAFT RIGHT REGULAR LAY, NOMINAL STRENGTH 7,000# Stock #: 003-036500			
Comments:						
1.3	500	FT	CABLE GALV. 7X19 5/16" AIRCRAFT RIGHT REGULAR LAY, NOMINAL STRENGTH 9,800# Stock #: 003-037000			
Comments:						
1.4	500	FT	CABLE GALV. STEEL CORE 6X19 IWRC 3/8" CENTER RIGHT REGULAR LAY, NOMINAL STRENGTH 13,600# Stock #: 003-037500			
Comments:						
1.5	2,000	FT	CABLE GALVANIZED STEEL CORE 6X25 IWRC 1/2" CENTER RIGHT REGULAR LAY, NOMINAL STRENGTH 20,600 LBS EACH SPOOL MUST HAVE 500' OF CABLE AND NO MORE THAN 500' PER SPOOL LIST BRAND _____ WLL# _____ SAFETY FACTOR RATIO _____ Stock #: 003-038500			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1.6	250	FT	CABLE GALVANIZED STEEL CORE 6X25 IWRC 5/8" CENTER RIGHT REGULAR LAY, NOMINAL STRENGTH 32,300 LBS EACH SPOOL MUST HAVE 250' OF CABLE AND NO MORE THAN 250' PER SPOOL LIST BRAND _____ WLL# _____ SAFETY FACTOR RATIO _____ Stock #: 003-038550			
Comments:						
1.7	20	EACH	GALVANIZED CABLE THIMBLE F/WIRE ROPE 3/8" LIST BRAND _____ Stock #: 020-122500			
Comments:						
1.8	30	EACH	GALVANIZED CABLE THIMBLE F/WIRE ROPE 1/2" LIST BRAND _____ Stock #: 020-123000			
Comments:						
1.9	200	EACH	CABLE CLAMP (CLIP) GALV. 1/4" ACCO #4943-40401 MALLABLE IRON LIST BRAND _____ Stock #: 003-252500			
Comments:						
1.10	200	EACH	CABLE CLAMP (CLIP) GALV. 5/16" ACCO #4943-40501 MALLABLE IRON LIST BRAND _____ Stock #: 003-253000			
Comments:						
1.11	100	EACH	CABLE CLAMP (CLIP) GALV. 3/8" ACCO #4943-40601 MALLABLE IRON LIST BRAND _____ Stock #: 003-253500			
Comments:						
1.12	200	EACH	CABLE CLAMP (CLIP) GALV. 1/2" ACCO #4943-40801 MALLABLE IRON LIST BRAND _____ Stock #: 003-254500			
Comments:						
1.13	20	EACH	CABLE CLAMP (CLIP) GALV. 5/8" ACCO #4943-41001 MALLABLE IRON LIST BRAND _____ Stock #: 003-255000			
Comments:						
2	HIGH TEST AND TRANSFER CHAIN, GRADES 43 & 70 ALL ITEMS IN THIS GROUP WILL BE AWARDED TO A SINGLE VENDOR. ALL ITEMS WITHIN THE GROUP MUST BE BID TO BE ELIGIBLE FOR GROUP AWARD. ALL ITEMS IN THIS GROUP MUST MEET ASTM A 413/A 413M.					

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
2.1	400	FT	CHAIN HIGH TEST GRADE 43 ELECTRO-GALV. FINISH 1/4" WORKING LOAD LIMIT 2,600 LBS. LIST BRAND _____ Stock #: 003-105500			
Comments:						
2.2	200	FT	CHAIN HIGH TEST GRADE 43 ELECTRO-GALV. FINISH 3/8" WORKING LOAD LIMIT 5,400 LBS. LIST BRAND _____ Stock #: 003-106500			
Comments:						
2.3	2,000	FT	CHAIN TRANSPORT GRADE 70 3/8" YELLOW CHROMATE FINISH WORKING LOAD LIMIT 6,600 LBS. LIST BRAND _____ Stock #: 003-106570			
Comments:						
2.4	400	FT	CHAIN TRANSPORT GRADE 70 1/2" YELLOW CHROMATE FINISH WORKING LOAD LIMIT 11,300 LBS. LIST BRAND _____ Stock #: 003-106575			
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 or Bids

-INFORMAL-

Informal - means a limited solicitation type of procurement where a sufficient number of quotations or bids from qualified sources are obtained and the aggregate amount of the purchase is less than \$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 solicitation 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 there is a statement in the Specifications that 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.

Bid responses may be sent by email, fax, weblink, or delivered by a courier that ensures timely delivery.

A. Solicitation

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 to the bidder 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. **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.
4. **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.

5. **Bid Results & Disclosure:** A bid tabulation will be sent to all responsive bidders and may be posted on the Iowa 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.
6. **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.
7. **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.
8. **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 lowest responsible, responsive bidder whose bid meets the requirements of the solicitation 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 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 Proposal 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 or contract 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 a copy of their affirmative action program on file, 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. **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
Galv. Cables, Clamps, High Test and Transfer Chain
Proposal No.: 15664
Letting Date: February 17, 2016

Proposal Guarantee

Proposal guarantee is not required on this proposal.

Samples

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

Approved Brands

Brands listed have been pre-approved by the Iowa DOT. Equivalent brands may be bid, but if not previously tested may be subject to testing by the Iowa DOT prior to the award.

Additional Information

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

Ties and Reservations

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

Contract Award

Award will be made for any one group or combination of groups. All items within a group must be bid to be considered for a group award.

Contract Period

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

Contract Quantities

Estimated quantity is based on previous purchases. Actual quantities purchased throughout the contract period may vary considerably from estimates.

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.