



Bid Response

		Bid Opening Date March 30, 2016	Time of Bid Opening 1:00 P.M.	Bid Opening Location 800 Lincoln Way, Ames, IA	
Proposal Number 16195	Description Used Tractor/Loader/Backhoe				
Contract Begin Date NA	Contract Completion Date NA	Bid Bond (\$) NA		Performance Bond (Y/N) N	Liquidated Damages NA
Purchasing Agent Zach Gillen		E-mail Address zachary.gillen@dot.iowa.gov		Phone 515-239-1347	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	16195
Date Required	03/30/2016 1:00 PM

Title Used Tractor/Loader/Backhoe
Delivery Location AMES, IA 50010
Shipping Terms FOB Destination/Freight Prepaid

Vendor
PA Name Zachary Gillen
Phone 515-239-1347
E-Mail zachary.gillen@dot.iowa.gov

Description

Product Availability Days: _____

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	1	EACH	Used Tractor/Loader/Backhoe As per Spec. No. 1-Used-A39-0316 Delivery Location: AMES, IA 50010			
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.

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 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
Used Tractor/Loader/Backhoe
Proposal Number: 16195
Letting Date: March 30, 2016**

Award

It is the intent of the Iowa DOT to award the contract to the responsible bidder whose submitted quotation is the most advantageous to the Iowa DOT, cost and other factors considered. Other factors include, but are not limited to: meeting or exceeding mandatory requirements, proposed staffing, and meeting required time schedule.

Purchase Orders

One purchase order will be issued.

Bidder's Request Alternatives or Exceptions

Any equipment being offered as an alternative to the specified make/model must be submitted on the enclosed form "Bidder's Request for Alternatives or Exceptions." The form must specifically state the requested alternative and be accompanied by adequate supporting information to evaluate the request.

The "Bidder's Request for Alternatives or Exceptions" form must be received in sufficient time *prior* to the bid opening to evaluate and respond with the appropriate action. It is suggested that any requests for alternatives be submitted either by e-mail or fax immediately upon receipt of the proposal in order to receive full consideration. Fair treatment to all vendors shall be the primary concern in evaluation of requests for of proposed alternates, particularly those submitted just prior to the bid opening. **Do not submit "Bidder's Request for Alternative or Exceptions" with your bid response.**

Separate Bids

A bidder may quote prices on more than one model. Complete a separate Schedule of Prices for each make/model bid.

IOWA DEPARTMENT OF TRANSPORTATION

EQUIPMENT SERVICES

SPECIFICATIONS

For

USED TRACTOR-LOADER-BACKHOE

The following specifications and dimensions shall apply to the purchase of a used integral Tractor-Loader-Backhoe (TLB) by the Department of Transportation. The Department would prefer a unit that has never operated a pavement breaker since the additional vibration of a pavement breaker can cause increased fatigue throughout the machine.

1. GENERAL REQUIREMENTS

- A. Tractor-Loader-Backhoe (TLB) shall be a dedicated purpose wheel tractor with integral backhoe and loader designed and manufactured as a piece of construction equipment.
- B. 6,000-hours (approximately) on machine.
- C. Age – 2008 or newer.
- D. Minimum acceptable operating weight – 15,200-pounds.
- E. Mechanical Front Wheel Drive (MFWD) axle with full MFWD guard.
- F. Wheelbase – 83-inches, minimum.
- G. Ride Control
- H. 1,000-pound front counter weight.

2. ENGINE

- A. 4-cylinder, liquid cooled:
 - a. Minimum displacement of 276 cubic-inches.
 - b. Horsepower – minimum of 93-hp.
 - c. Torque – minimum of 288 lb-ft.
- B. Regenerative, 12-volt electrical system.
- C. Dual high CCA batteries with dual battery disconnect feature.
- D. Engine Start/Stop with keyed ignition switch.
- E. Antifreeze shall test to -34°F.
- F. Exhaust shall be vertical and extend to a height above the cab. Vertical exhaust pipe shall either be equipped with a rain cap or sweep to prevent water infiltration.
- G. Electric “ether” cold weather starting aid.

3. POWERTRAIN – AXLES - TIRES

- A. Power-Shift transmission.
- B. Road speed approximately 22-MPH.
- C. Front axle shall be a powered mechanical front wheel drive (MFWD) design activated by an in-cab lever or switch. System shall allow “shift-on-the-go” engagement.
- D. Front driveshaft guard.
- E. Front tires – Tubeless, 12.5/80-18 with off-road tread designed for MFWD application. At least 1/2-inch tread left on tires.
- F. Rear tires – Tubeless, 19.5L-24 with off-road tread design. At least 1/2-inch tread left on tires.

4. CAB, BODY & LIGHTING

- A. All-weather, heated/air-conditioned, roll over protection (ROPS) cab.
- B. Tilt steering wheel.
- C. Tinted glass, all windows. Rear window shall open.
- D. Windshield wipers on front and rear windows with a front windshield washer.
- E. AM/FM radio.
- F. Key lock doors.
- G. Single rotating/sliding air suspension seat with seat belt.
- H. Rear fenders.
- I. Heavy-duty grill protector.
- J. Lockable engine side covers and fluid access panels.
- K. Head/work lamps.
- L. Amber warning lamps.
- M. Monitoring System – Tractor shall be equipped to monitor (gauges, lights, alarms) the following basic functions:
 - a. Voltmeter or Ammeter.
 - b. Engine oil pressure.
 - c. Engine coolant temperature.
 - d. Fuel
 - e. Tachometer
 - f. Hourmeter
 - g. Air cleaner restriction.

5. HYDRAULICS

- A. Hydraulic system shall meet flow and pressure requirements for all tractor loader/backhoe functions and accessories.
- B. Two (2) lever control.

6. LOADER

- A. Loader shall be designed as an integral part of the tractor.
- B. Bucket shall be a general purpose/use type with a bolt-on cutting edge and a capacity of 1.30 cubic yards (heaped).
- C. Bucket width to be no less than the outside width of the rear tires.
- D. Automatic bucket leveling and return-to-dig functions.
- E. Breakout force – Approximately 11,000-pounds.
- F. Lift capacity at full height – Approximately 7,400-pounds.

7. BACKHOE

- A. Backhoe shall be a center pivot, excavator style designed as an integral part of the tractor. Outer boom stick shall include a hydraulically extendable dipperstick.
- B. Backhoe shall be fitted with a heavy-duty, 24-inch trenching bucket equipped with a minimum four (4) replaceable tip digging teeth.
- C. Bucket force – approximately 12,000-pounds.
- D. Truck loading height of approximately 133-inches.
- E. Rear stabilizers equipped with rubber pads.

8. PAINT

Manufacturer's standard paint color is acceptable.

9. MISCELLANEOUS

Tractor-Loader-Backhoe shall come with a minimum 30-day guarantee on all major components (not including normal wear items). Owner's, service and parts information will be supplied with the unit, if available.



Bidders Request for Alternatives or Exceptions (BRAE)

Letting Date: March 30, 2016

Proposal No.: 16195

BRAE form due on or before: March 17, 2016

Item: Used Tractor/Loader/Backhoe

Spec. No.: 1-Used-A39-0316

Request: _____

Bidder Proposes to furnish in lieu of above: _____

NOTE: The determination of acceptance of this BRAE request is only valid for the bid for which it was submitted. BRAE approvals received for this bid do not determine or set a precedent for what is acceptable in any other bid posted by the State of Iowa.

Email/Fax to:

Iowa Department of Transportation
Purchasing Section
Attention: Zach Gillen
Email: zachary.gillen@dot.iowa.gov

Fax No.: 515-239-1538

Submitted By _____

Company _____

Address _____

City State Zip

Phone No. _____

Fax No. _____

=====

DOT USE ONLY

Approved _____

Disapproved _____

Reason _____

Signature: _____

Date: _____

Bidder _____

SEALED BID

LETTING DATE: March 30, 2016
PROPOSAL NO: 16195
PROPOSAL DESCRIPTION: Used Tractor/Loader/Backhoe

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