

Response Due Date 8/24/2016		Time 1:00 PM	Location Purchasing, Ames, IA	
Proposal Number 16824	Description WELDING ROD, WIRE & ACCESSORIES			
Contract Begin Date 8/31/2016	Contract Completion Date 8/30/2017	Bid Bond NA	Performance Bond (Y/N) N	Liquidated Damages \$0.00
Purchasing Agent Assigned Laura Linduski	E-Mail Address laura.linduski@dot.iowa.gov	Phone 515-239-1429	Fax 515-239-1538	

RESPONDER INFORMATION				
Company Name			Federal Tax ID	
Street Address		City	State	Zip Code
Contact Name	E-Mail Address		Phone	Fax
Responder agrees to sell goods/services or both at the same prices, terms and condition 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			Responder 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 responses will be accepted.**

Acceptance/Rejection: The Iowa DOT reserves the right to accept or reject any or all responses and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to a supplier or service provider. The Iowa DOT reserves the right to accept the response which is deemed to be in the best interest of the state. Any unauthorized changes, additions, or conditional responses including any ties to other solicitations or any reservations about accepting an award or entering into a contract, may result in rejection of the response. Responses must remain available for award for (30) days from the due date indicated above.

Method of Award: Award shall be made to the lowest responsible, responsive responder whose response meets the requirements of the solicitation unless otherwise specified. An Iowa responder will be given preference over an out-of-state responder when 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 in the response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the solicitation. If there is a discrepancy between the unit prices, extended price, or total amount of response, the unit price shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase order. Discounts for early payment are allowed, but not considered in award of the contract.

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

Signed: _____

Date: _____



Schedule Of Prices

Number	16824
Date Required	08/24/2016 1:00 PM

Title WELDING ROD, WIRE & ACCESSORIES
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 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.

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. Iowa DOT reserves the right to re-direct award to make more economical size contract.

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. 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

Product Availability Days: _____

Price Good Until: _____

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
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Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	<p>WELDING ROD, WIRE & ACCESSORIES WELDING ROD MUST BE PACKAGED IN PLASTIC OR METAL CONTAINERS. MUST BID ALL ITEMS IN GROUP TO BE CONSIDERED FOR AWARD. SUBSTITUTIONS WILL BE ACCEPTED ON THIS GROUP. EQUIVALENT SUBSTITUTIONS WILL BE DETERMINED BY THE DOT. SUBSTITUTIONS SHALL BE IN THE SAME SIZE CONTAINER, PLEASE LIST BRAND AND PART NUMBER YOU ARE BIDDING.</p>					
1.1	60	LBS	WELDING ROD 6013 1/8" LINCOLN #FW37 10# CONTAINER BRAND BID _____ PART # _____ Stock #: 023-114500			
Comments:						
1.2	60	LBS	WELDING ROD JET 7018 1/8" LINCOLN #LH78MR 10# CONTAINER EUTECTIC #7018RS BRAND BID _____ PART # _____ Stock #: 023-122195			
Comments:						
1.3	20	LBS	WELDING ROD JET 5/32" EUTECTIC #7018RS-40-4X5K 11# CONTAINER RADNOR #64001112 BRAND BID _____ PART # _____ Stock #: 023-122200			
Comments:						
1.4	35	ROLL	WELDING WIRE .035 SOLID STEEL 70K LINCOLN #L50 44# CONTAINER SUPERARC RADNOR #64004060 BRAND BID _____ PART # _____ Stock #: 023-125040			
Comments:						
1.5	8	ROLL	WELDING WIRE .035 SOLID STEEL 33# NST102-03530S NATIONAL STANDARD BRAND BID _____ PART # _____ Stock #: 023-125060			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1.6	1	ROLL	WELDING WIRE .045 SOLID STEEL 80K LINCOLN #LA-90 44# CONTAINER SUPERARC BRAND BID _____ PART # _____ Stock #: 023-125090			
Comments:						
1.7	1	ROLL	WELDING WIRE .030 STAINLESS AWS ER308LSI 10# CONTAINER HARRIS #308LSE5 BRAND BID _____ PART # _____ Stock #: 023-125300			
Comments:						
1.8	10	ROLL	WELDING WIRE .035 STAINLESS 10# SANDVIK GRADE 308 BRAND BID _____ PART # _____ Stock #: 023-125350			
Comments:						
1.9	12	ROLL	Solder Rosin Core 40/60 1/2 Pound Spool RL. #12862 K T INDUST. BRAND BID _____ PART # _____ Stock #: 019-736050			
Comments:						
1.10	96	EACH	GREASE PENCIL YELLOW TYPE B MARKAL PLEASE LIST BRAND AND PART NUMBER YOU ARE BIDDING. BRAND BID _____ PART # _____ Stock #: 016-049500			
Comments:						
1.11	6	EACH	TOOL HAMMER WELDERS CHIPP. ATLAS #PRS57000 PLEASE LIST BRAND AND PART NUMBER YOU ARE BIDDING. BRAND BID _____ PART # _____ Stock #: 020-411500			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1.12	288	EACH	WELDERS PENCIL SILVER 12/BOX PLEASE LIST BRAND AND PART NUMBER YOU ARE BIDDING. BRAND BID _____ PART # _____ Stock #: 023-022000			
Comments:						
1.13	6	EACH	WELDING ROD STORAGE CONTAINER RAD #64000630 14" PLEASE LIST BRAND AND PART NUMBER YOU ARE BIDDING. BRAND BID _____ PART # _____ Stock #: 023-029975			
Comments:						
1.14	10	EACH	WELDING WYPO TIP CLEANER STANDARD SET PLEASE LIST BRAND AND PART NUMBER YOU ARE BIDDING. BRAND BID _____ PART # _____ Stock #: 023-124500			
Comments:						
1.15	72	EACH	GREASE PENCIL WHITE TYPE B MARKAL PLEASE LIST BRAND AND PART NUMBER YOU ARE BIDDING. BRAND BID _____ PART # _____ Stock #: 016-049000			
Comments:						
1.16	6	EACH	WELDING PART O-RING 85W51 ESAB BRAND BID _____ PART # _____ Stock #: 023-022051			
Comments:						
1.17	10	EACH	WELDING PART STANDOFF GUIDE 21420 ESAB BRAND BID _____ PART # _____ Stock #: 023-022420			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1.18	16	EACH	WELDING PART HEATSHIELD/CERAMIC 21616 ESAB BRAND BID _____ PART # _____ Stock #: 023-022616			
Comments:						
1.19	4	EACH	WELDING PART SEAT ASSEMBLY ESAB #0558003032 BRAND BID _____ PART # _____ Stock #: 023-022619			
Comments:						
1.20	120	EACH	WELDING PART ELECTRODE 33366 ESAB 2/BOX BRAND BID _____ PART # _____ Stock #: 023-023366			
Comments:						
1.21	40	EACH	WELDING PART SWIRL BAFFLE 33367 ESAB BRAND BID _____ PART # _____ Stock #: 023-023367			
Comments:						
1.22	80	EACH	WELDING PART 50/70 AMP NOZZLE 33369 ESAB 5/BOX BRAND BID _____ PART # _____ Stock #: 023-023369			
Comments:						
1.23	30	EACH	WELDING PART 80 AMP NOZZLE 33418 ESAB 5/BOX BRAND BID _____ PART # _____ Stock #: 023-023418			
Comments:						
1.24	30	EACH	WELDING WIRE NOZZLE MILLER #169-726 BRAND BID _____ PART # _____ Stock #: 023-125005			
Comments:						
1.25	20	EACH	WELDING WIRE TIP .030 MILLER #000-067 BRAND BID _____ PART # _____ Stock #: 023-125007			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1.26	300	EACH	WELDING WIRE TIP .035 MILLER #000-068 BRAND BID _____ PART # _____ Stock #: 023-125010			
Comments:						
1.27	10	EACH	WELDING WIRE TIP .045 MILLER #000-069 BRAND BID _____ PART # _____ Stock #: 023-125020			
Comments:						
1.28	1	EACH	WELDING WIRE DRIVE ROLL .035 MILLER #079-606 BRAND BID _____ PART # _____ Stock #: 023-125022			
Comments:						
1.29	4	EACH	WELDING WIRE LINER .045 MILLER #194-012 BRAND BID _____ PART # _____ Stock #: 023-125028			
Comments:						
1.30	30	EACH	WELDING PART CUTTING TIP SC12-2 SMITH Stock #: 023-053200			
Comments:						
1.31	20	EACH	WELDING PART CUTTING TIP SC12-1 SMITH BRAND BID _____ PART # _____ Stock #: 023-053000			
Comments:						
1.32	20	EACH	WELDING PART CUTTING TIP SC12-3 SMITH Stock #: 023-053550			
Comments:						
1.33	10	EACH	WELDING PART CUTTING TIP SC12-6 SMITH Stock #: 023-053500			
Comments:						
1.34	2	EACH	WELDING PART REGULATOR OXYGEN SMITH #40-175-540S New Part # HB1510A-540S BRAND BID _____ PART # _____ Stock #: 023-059000			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
2	WELDING /SAFETY ITEMS MUST BID ALL ITEMS IN GROUP TO BE CONSIDERED FOR AWARD. NO SUBSTITUTES ACCEPTED ON THIS GROUP.					
2.1	50	PKG	SPEEDGLAS BATTERY PACK 04-0320-00 2/PK Stock #: 023-021050			
Comments:						
2.2	5	PKG	SPEEDGLAS INSIDE PROTECTION PLATE 04-0280-00 5/PK Stock #: 023-021075			
Comments:						
2.3	10	PKG	SPEEDGLAS OUTSIDE PROTECTION PLATE 04-0270-01 10/Pkg Stock #: 023-021100			
Comments:						
2.4	2	EACH	SPEEDGLAS HEADBAND W/HARDWARE 04-0650-00 Stock #: 023-021150			
Comments:						
2.5	3	PKG	SPEEDGLAS FLEX VIEW PROTECTOR 04-0260-00 10 PROTECTORS IN A PACKAGE AND 10 PACKAGES PER CASE Stock #: 023-021175			
Comments:						
2.6	3	PKG	ADFLO PREFILTER SIX PACK 15-0099-99X06 Stock #: 023-021200			
Comments:						
2.7	3	PKG	ADFLO PARTICLE FILTER TWO PACK 15-0299-99X02 Stock #: 023-021225			
Comments:						
2.8	2	PKG	ADFLO OV/SD/CL/HC CARTRIDGE 15-0399-99X02 2/PK Stock #: 023-021250			
Comments:						
2.9	2	EACH	ADFLO BATTERY PACK 15-1099-07 Stock #: 023-021325			
Comments:						
2.10	1	EACH	ADFLO CHARGER 15-0099-08 Stock #: 023-021350			
Comments:						
2.11	3	EACH	WELDING CAPE SLEEVE AND BIB LEATHER TILLMAN 3221L TILLMAN SLEEVE 3120 TILLMAN BIB 20" ANOTHER APPROVED BRAND: STANCO #L2601-20 LG Stock #: 023-029900			
Comments:						
2.12	10	EACH	WELDING LENS F/HELMET 2X4 1/4" LENS CLEAR SP -2 30002759 Radnor 64005012 Stock #: 023-036400			
Comments:						
2.13	10	EACH	WELDING LENS (OUTSIDE) WELCO-OPTREL #K5811 F/MIRA PLUS HELMET Stock #: 023-036500			
Comments:						
2.14	6	EACH	WELDING LENS F/HELMET 4.5 X 5.25 LENS CLEAR AIRGAS #64005034 Stock #: 023-036504			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
2.15	6	EACH	WELDING JACKET FIRE RESISTANT LARGE 30" 9OZ #6230L 30" LENGTH Stock #: 023-037600			
Comments:						
2.16	12	EACH	WELDING JACKET 100% COTTON XL TILMAN-6230- 30"LGTH 9 OZ Stock #: 023-037700			
Comments:						
2.17	10	EACH	WELDING JACKET 100% COTTON XXL TILMAN-6230- 30"LGTH 9 OZ Stock #: 023-037800			
Comments:						
2.18	6	SET	HOSE WELDING COMPLETE 1/4 X 25 RL1131 SMITH OR ANCHOR #LB254 Stock #: 008-062500			
Comments:						
2.19	1	EACH	WELDING PART REGULATOR ACETY. SMITH #40-15-510 Stock #: 023-060000			
Comments:						
2.20	20	EACH	WELDING LIGHTER COMPLETE SHURLITE 3001 Stock #: 023-040500			
Comments:						
2.21	20	PKG	WELDING LIGHTER FLINT N113-3 5/PKG 3011 Stock #: 023-041000			
Comments:						
2.22	1	EACH	<u>WELDING/CUTTING SET OXY/ACETY. SMITH #HD- H510A</u> <u>NO SUBSTITUTIONS ALLOWED.</u> Stock #: 750-986500			
Comments:						
2.23	20	PKG	WELDING LIGHTER FLINT N113-3 5/PKG 3011 Stock #: 023-041000			
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 responses 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 solicitation
- Solicitation-
 - 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 Solicitation Response: All responses must address all aspects of the solicitation. Responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT.

Responses must be signed and received prior to the bid opening date and time indicated on the Solicitation Response page or other specified areas throughout the solicitation document. The signed, submitted quotation or bidder's proposal shall become the official response to be considered for award.

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

A. Solicitation

1. **Opening:** The opening of responses are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Responses received after the time of the opening will be returned to the bidder and considered non-compliant.
2. **Communications:** Questions concerning this solicitation should be directed to the purchasing agent listed on the Solicitation Response page. 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 response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the solicitation. If there is a discrepancy between the unit bid prices, extended price, or total amount of response, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase order. Discounts for early payment are allowed, but not considered in award of the contract.
4. **Acceptance/Rejection:** The Iowa DOT or provider reserves the right to accept or reject any or all responses 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 response which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional response including any ties to another response or any reservations about accepting an award or entering into a contract, may result in rejection of the response. Responses must remain available for award for thirty (30) days from date of opening.

5. **Bid Results & Disclosure:** Tabulation results will be sent to all responders 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 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.
6. **Quality of Goods:** 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 Solicitation 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 response 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 responder whose response meets the requirements of the solicitation unless otherwise specified. An Iowa company or individual will be given preference over an out-of-state company or individual when 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 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 responder 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 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 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 action of the Iowa DOT Purchasing Section, refer to 761IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor, service provider 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 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:** Responders to the solicitation 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 Solicitation 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.



Bidders Request for Alternatives or Exceptions (BRAE)

Letting Date: August 24, 2016

Proposal No.: 16824

BRAE form due on or before: August 17, 2016

Item: Welding Rod, Wire & Accessories

Spec. No.: _____

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: Laura Linduski
Email: laura.linduski@dot.iowa.gov
Phone No.: 515-239-1429
Fax No.: 515-239-1538

Submitted By _____

Company _____

Address _____

City State Zip

Phone No. _____

Fax No. _____

=====

DOT USE ONLY

Approved _____

Disapproved _____

Reason _____

Signature: _____

Date: _____