

Response Due Date 8/31/2016		Time 1:00 PM	Location Purchasing, Ames, IA	
Proposal Number 17262	Description TRANSMISSION FLUIDS			
Contract Begin Date 9/12/2016	Contract Completion Date 6/30/2017	Bid Bond NA	Performance Bond (Y/N) N	Liquidated Damages \$0.00
Purchasing Agent Assigned Jean Gustafson	E-Mail Address jean.gustafson@dot.iowa.gov	Phone 515-239-1173	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

This solicitation includes the Solicitation 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 response to the solicitation. Information in the "Solicitation 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 solicitation prior to the response due date and time. Please use the furnished mailing label, or label the response as "Iowa Department of Transportation, proposal number and response due date on the outside of the return envelope. Responders may personally deliver, mail, or select a carrier that ensures timely delivery. **Faxed or e-mail responses will not be accepted.**

If required, each response must be accompanied by a bid bond in an accepted form, in the percent amount indicated above. Refer to the Standard Terms and Conditions for the accepted forms in which the bid bond requirement may be fulfilled. **Responses without a required bid bond will not be considered for award.** If the intended awarded responder 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 response; that this response has been independently arrived at without collusion with any other responder, competitor, or potential competitor; and that this response has not been knowingly disclosed prior to the opening of responses to any other responder or competitor.*

*We certify that all materials, equipment goods 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 solicitation documents.*

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## Schedule Of Prices

Number	17262
Date Required	08/31/2016 1:00 PM

Title TRANSMISSION FLUIDS  
 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
1	160	DRUM	OIL AUTO TRANS. DEXRON ATF III 55-GAL/DRUM 55 GALLON DRUM *****MUST BE DYED TYPICAL AND EXPECTED RED COLOR ***** MUST MEET OLD DEXRON III/MERCON SPECIFICATIONS.  Brand Bid _____  Product # _____  Stock #: 015-022711			
Comments:						
2	1,200	GAL	TRANSMISSION FLUID SYN. AUTO. GALLON AMSOIL F/ ALLISON TRANSMISSIONS. MUST MEET THE ALLISON TES-295 SPECIFICATION. APPROVED ALLISON PRODUCTS OR DOT APPROVED AMSOIL TORQUE DRIVE PRODUCT ALLOWED. MUST BE DYED RED. Stock #: 015-022110			
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 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 a statement in the specifications contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply)

**Preparation of Solicitation or Bid Response:** All responses must clearly 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 opening date and time indicated on the Solicitation Response page or other specified areas throughout the solicitation document. The Responder's signed Response shall become the official Response to be considered for award.**

**No email, fax or web link bid Responses will be accepted. 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. **Opening:** The openings 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 unopened 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. **Bid Bond:** If required, the Solicitation Response page will indicate the fixed percent of the bid security based on the amount of the Bidder's bid. 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 in the response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as requested 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.
5. **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 any supplier(s) or provider. 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 opening date and time.
6. **Results & Disclosure:** Tabulation results 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 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 as such in the response.
7. **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.
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 Solicitation 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 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 responsible, responsive Responder whose Quotation, Bid or Proposal meets the requirements of the solicitation and is the most advantageous to the Iowa DOT. 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 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 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 Contractor 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 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 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, 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 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 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 Responder. Following termination upon notice, the Responder 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  
Transmission Fluids  
Proposal No.: 17262  
Letting Date: August 31, 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 the Purchasing.

**Ties and Reservations**

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

**Samples**

Prior to award the department may require a sample to evaluate quality and/or compliance with proposal requirements. Delivery of samples needs to be within 3 days from being contacted by the DOT. If sample is tested and doesn't meet specifications, the cost of the testing will be charged the vendor submitting the product.

**Contract Award**

Award will be made by line item.

**Contract Period**

The successful bidder will be awarded an approx. ten (10) month contract with an option to renew for seven (7) renewals of 6 month periods in 6 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 30 calendar days after receipt of order. Materials shipped in full pallet quantities shall be stacked and securely banded and/or shrink wrapped on two or four-way entry pallets measuring 48" x 48". Pallets must be structurally adequate to support the load. Height of merchandise plus the pallet must not exceed 60".

**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.

**Safety Data Sheets (SDS)**

SDS sheets must be returned with contract. Contracts will not be valid and no orders will be issued until SDS sheets are received for each commodity.

## **Bio-Based Preferences**

Iowa Code 8A316.4.a requires the department provide that when purchasing hydraulic fluids, greases, and other industrial lubricants the department or a state agency authorized by the department to directly purchase hydraulic fluids, greases, and other industrial lubricants shall give preference to purchasing bio-based hydraulic fluids, greases, and other industrial lubricants manufactured from soybeans.

Iowa Code 8A316.4.c(1) requires “Bio-based hydraulic fluids, greases, and other industrial lubricants” means the same as defined by the United States Department of Agriculture has not adopted a definition, “bio-based hydraulic fluids, greases, and other industrial lubricants” means hydraulic fluids, greases, and other lubricants containing a minimum of fifty-one percent soybean oil.

**Iowa Department of Transportation  
Specifications and Requirements  
For  
Transmission Fluids**

**REQUIRED DOCUMENTS**

The successful bidder will be responsible to supply the following documents before an award will be made:

- ISO 9000 Certification documentation.
- A copy of your Product Performance Warranty

**REQUIRED DOCUMENTS AND SAMPLES**

The successful bidder shall provide the Contracting Authority a Technical Data Sheet or a completed copy of the attached typical properties form and a minimum 1 pint/maximum 1 quart sample for all items recommended for award. The technical data sheets/typical properties forms and samples shall be submitted to the Ames Purchasing Department for each oil before the initial contract shipment is made. The information and samples will not be required for subsequent shipments during the contract period, unless a significant change in formulation is made. Samples of finished oil before shipment are not required. All future tests will be compared to this initial sample. The Iowa DOT reserves the right to perform an audit of quality control & formulation documents at any time with no formal notification to the successful bidder.

***METHODS OF TEST***

Tests shall be made in accordance with the latest methods adopted by ASTM, when applicable. Inductively Coupled Plasma Spectroscopy (ICP) or Atomic absorption methods will be used to determine metallic elements and monitor additive levels.

**INSPECTION**

Oils that are recommended for award may be subject to testing prior to contract award. If oil fails to meet specifications, the cost of the test will be charged back to the vendor that submitted the oil. All testing will be done at an independent lab. The successful bidder shall keep control testing records for each lot of oil throughout the contract period, and these records shall be available to the Iowa DOT upon request. The Iowa DOT reserves the right to inspect, sample and test all batches after delivery to Ames. Oil that is found not meeting the specification requirements must be replaced without cost to the Iowa DOT. Oil shipped out to facilities around the state from the warehouse must be picked up at these locations at no cost to the Iowa DOT. Any equipment damage attributed to the supplier's failure to provide oils and lubricants meeting the specification requirements will be considered the responsibility of the supplier, as outlined in the supplier's Product Performance Warranty. After notification from the Purchasing Section of the Iowa DOT of a problem with product delivered, the bidder will have 48 hours to correct the problem.

## METHODS OF MEASUREMENT

Volumes shall be determined on the basis of 15.6° C (60° F). Each container shall be filled with the number of U.S. Standard quarts or gallons specified in the contract and marked on the container.

## MARKINGS OF CONTAINERS

The label for marking of containers must contain the following information:

- Producers Name and Address
- Exact Product Name/lubricant type and product sales code number.
- SAE viscosity grade
- API and/or ILSAC grade designation service emblem and/or starburst
- Equipment manufacturer's specification compliance list
- Registered trademark product license number(s)
- Lot number and Date of Manufacture
- Quantity of liquid product contained
- Net weight of filled container
- Handling and safety warnings, including NFPA 4-color placard

**A sample of labels for all products bid must be submitted with bid for evaluation and acceptance. They will be held for future reference by receiving dept. when checking in orders. A self-adhesive, weatherproof label must be affixed to all 30 and 55 gallon drum heads. Failure to comply with proper labeling will result in shipment rejection and return of material at vendor's expense, and could ultimately result in contract cancellation.**

## CONTAINERS FOR LIQUID LUBRICANTS

This specification covers the various shipping containers required for liquid petroleum lubricants. The size and type of container shall be as specified for each product.

## DETAILED REQUIREMENTS

Drums shall be unlined new steel or unlined properly reconditioned **\*(see end of section)** steel and shall have closed heads . New steel drums shall meet requirements of Federal Specification PPP-D-729, 55-gallon, or PPD-D-705, 30-gallon, for Type II, DOT-17E. (Note: Only 55 gallon and 30 gallon capacity drums will be accepted; i.e. no 33 gallon drums filled with 30 gallons of material will be accepted). All drums shall have a 2-inch filler plug, and a ¾-inch vent plug, located diametrically opposite each other, in the head of the drum. The closures shall be provided with cap seals. There shall be no evidence of leaking when the drums are filled.

Drums found leaking at the time of delivery will be returned for replacement of the drum and contents at no cost to the Contracting Authority.

All containers are non-returnable and become the property of the Iowa Department of Transportation. Barrels **will not** be identifiable as belonging to the Iowa Department of Transportation by **any markings (stenciled Stock Numbers, etc.)**.

### \* RECONDITIONING GUIDELINES:

- Previous contents must have been only lube oils or light petroleum products that can be removed by accepted reconditioning processes.
- Drums that have contained pigmented or odorized products are not acceptable.
- Lacquer linings or inner-coated drums are not acceptable.
- Drums should be reformed, straightening of chimes, to restore integrity and appearance.

- All drums should be cleaned internally by procedures, which include a hot detergent wash, a clean water rinse, and air-drying.
- The interior shall be free of rust, moisture or foreign matter.
- Old paint, rust, labels and other foreign matter must be removed from the drum exterior prior to painting.

Bidder \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SEALED BID

LETTING DATE: August 31, 2016  
PROPOSAL NO: 17262  
PROPOSAL DESCRIPTION: TRANSMISSION FLUIDS

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