Request for Bid
For
Bulk Propane for FY2019 Iowa Department of Transportation (DOT) Locations
Issued by:

IOWA DEPARTMENT OF TRANSPORTATION
Purchasing Section
Proposal No. 22179

Response Due Date: June 19, 2019

Bids must be received on or before 1:00 PM Central Time of the bid opening date. Bids received after this date will be rejected.

For information about this solicitation contact:

Jean Gustafson
800 Lincoln Way
Ames, Iowa 50010
Phone: 515-239-1173
Fax: 515-239-1538
E-Mail: jean.gustafson@iowadot.us

Issued addenda and all other correspondence will be posted to Iowa DOT’s website: http://www.iowadot.gov/purchasing
**Procurement Timetable**

The following dates are set forth for informational and planning purposes. The Iowa DOT reserves the right to revise the dates as needed. All times listed are Central Time.

<table>
<thead>
<tr>
<th>Event/Dates</th>
<th>Section Reference</th>
<th>Date/Time</th>
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<tr>
<td>Issue RFB</td>
<td>cover</td>
<td>5/29/2019</td>
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<tr>
<td>Number of Copies of Bid Responses Required</td>
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<td>Bid Opening/Proposal Due</td>
<td>2.8/2.9</td>
<td>6/19/2019</td>
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<tr>
<td>Announce Successful Bidder</td>
<td>2.21</td>
<td>6/26/2019</td>
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<tr>
<td>Intent to Award* see note below</td>
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<tr>
<td>Completion of Contract</td>
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<td>7/12/2019</td>
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<td>Negotiations &amp; Execution of the Contract</td>
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<td>Contract Begin Date</td>
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<td>Contract End Date</td>
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<td>7/31/2020</td>
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*Intent to Award - See Section 2.21

It is intended that Bid Responses will be evaluated and a notice of “intent to award” will be issued within thirty (30) days of the bid opening date. Bid Responses prices, terms and conditions must be held firm for a 180-day period from the date of the notice of “intent to award”.

*
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 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, submitted Response shall become the official response to be considered for award.

No email, fax or web link Responses will be accepted. Responses must be signed, sealed and delivered in person or by a mail courier that ensures timely delivery.

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. Proposal Guaranty: If required, the Solicitation Response page will indicate the fixed percent of the security based on the cost of the Response. Security 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 Responder. If payable to the Responder, the check or draft shall be endorsed without qualifications to the Iowa DOT by the Responder or an authorized agent. (2) An insurance or surety company may be retained for the purposes of providing a bond as required by the solicitation. If a Bid Bond is chosen as the method of security, the Iowa DOT’s Bid Bond form 131084 must be used and submitted with the solicitation response to be considered for award. No other forms 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 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 under the “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 931 S. 4th Street, 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 Response 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. 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 (NSA) unless otherwise specified. This applies each of any subsequent renewals, extensions, amendments issued under the contract for the duration of the contract.

5. **Service Animals:** Any contract or purchase order awarded to a contractor that employs persons that utilize service animals shall certify the following:
   1. The service animal has had all legally required shots and immunizations, including, but not limited to, rabies vaccinations and necessary boosters;
   2. The service animal has not ever bitten or otherwise attacked any individual. The animal is not aggressive towards others, and has not shown any aggressive tendencies towards others;
   3. The service animal will be leashed or otherwise restrained at all times while present on Iowa DOT owned property;
   4. The insurance coverage shall include coverage for service animal bites or other injuries caused by such animals;
   5. Indemnification provisions shall hold the Iowa DOT harmless against any claims arising out of or relating in any way to service animal bites or other injuries caused by animals.

6. **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.

7. **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 Response 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.

8. **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. **Indemnification-Services:** The Supplier of services identified herein shall defend, indemnify and hold harmless Iowa DOT, the State of Iowa, its employees, agents and officials, from and against all claims of any kind arising out of or relating in any way to the services provided to Iowa DOT by said Supplier of services. Iowa DOT shall promptly notify Supplier of any such claim.

9. **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 solicitation.

10. **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.

11. **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.

12. **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.

13. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.

14. **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.
## Schedule Of Prices

**Number**: 22178  
**Date Required**: 06/19/2019 1:00 PM

**Title**: Bulk Propane for FY2019 Iowa Department of Transportation (DOT) Locations

**Vendor**
- **PA Name**: Jean Gustafson
- **Phone**: 515-239-1173
- **E-Mail**: jean.gustafson@iowadot.us

**Shipping Terms**: FOB Destination/Freight Prepaid

### Description

**Product Availability Days:**

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<th>Item</th>
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<td>Delivery Location: CARROLL, IA 51401</td>
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<td>13</td>
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<td>GAL</td>
<td>BULK PROPANE GAS - OAKLAND - DOT GARAGE TWO (2) 1,000 GALLON TANKS AND TANKS ARE OWNED BY DOT</td>
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<td>BULK PROPANE GAS - PACIFIC JUNCTION - DOT BRINE BLDG TWO (2) 500 GALLON TANKS AND TANKS ARE OWNED BY DOT</td>
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<td>15</td>
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<td>BULK PROPANE GAS - NEOLA - DOT GARAGE THREE (3) 1,000 GALLON TANKS AND TANKS ARE OWNED BY DOT</td>
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<td>BULK PROPANE GAS - ADEL/DESOTO - DOT GARAGE TWO (2) 1,000 GL TANK &amp; ONE (1) 500 GL TANK AND TANKS ARE OWNED BY DOT</td>
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<td>17</td>
<td>6,000</td>
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<td>BULK PROPANE GAS - CHARITON - DOT GARAGE THREE (3) 1,000 GALLON TANKS AND TANKS ARE OWNED BY DOT</td>
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<td>BULK PROPANE GAS - OTTUMWA GARAGE</td>
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<td>20</td>
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<td>BULK PROPANE GAS - DUBUQUE - DOT POLE BLDG ONE (1) 1,000 GALLON TANK AND TANK IS OWNED BY DOT</td>
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<td>21</td>
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<td>BULK PROPANE GAS - NEWHALL - DOT GARAGE THREE (3) 1,000 GALLON TANKS AND TANKS ARE OWNED BY DOT</td>
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<td>22</td>
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<td>BULK PROPANE GAS - TIPTON - DOT GARAGE TWO (2) 1,000 GALLON TANKS AND TANKS ARE OWNED BY DOT</td>
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<td>23</td>
<td>1,000</td>
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<td>BULK PROPANE GAS - CEDAR RAPIDS DISTRICT 6 ONE (1) UNDERGROUND 1,000 GALLON TANKS AND TANKS ARE OWNED BY DOT</td>
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<td>BULK PROPANE GAS - STORY CITY - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH NORTH AND SOUTH BOUND REST AREAS TWO (2) 1,000 GALLON TANKS SOUTH BOUND ONE (1) 1,000 GALLON TANK NORTH BOUND TANKS ARE OWNED BY DOT</td>
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<td>25</td>
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<td>GAL</td>
<td>BULK PROPANE GAS - ELKHART - REST AREA LOCATIONS ARE NORTH OF ANKENY ON I-35 LOCATED APPROXIMATELY AT THE ELKHART EXIT. ABOVE QUANTITY IS A TOTAL FOR BOTH NORTH AND SOUTH BOUND REST AREAS TWO (2) 1,000 GALLON TANKS SOUTH BOUND TWO (2) 1,000 GALLON TANK NORTH BOUND TANKS ARE OWNED BY DOT</td>
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<td>26</td>
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<td>GAL</td>
<td>BULK PROPANE GAS - NORTHWOOD/TOP OF IOWA WELCOME CENTER - REST AREA LOCATION ON I-35 LOCATED AT EXIT 214. TANK IS LOCATED SOUTH OF THE SHED THAT IS ALSO SOUTH OF THE BUILDING. NOT TANK NEw THE WATER TREATMENT BUILDING THAT IS EAST OF THE SHED. ONE (1) 1,000 GALLON TANK, TANK IS OWNED BY DOT</td>
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| 27   | 4,500| GAL  | BULK PROPANE GAS - MITCHELLVILLE - REST AREAS
ABOVE QUANTITY IS A TOTAL FOR BOTH REST AREAS EAST AND WEST BOUND
ONE (1) 1,000 GALLON TANK EASTBOUND
TWO (2) 1,000 GALLON TANKS WESTBOUND
ALL TANKS ARE OWNED BY DOT
Delivery Location: MITCHELLVILLE, IA 50169 |        |            |             |
| 28   | 5,000| GAL  | BULK PROPANE GAS - DOWS - REST AREAS
ABOVE QUANTITY IS A TOTAL FOR BOTH NORTH AND SOUTH BOUND REST AREAS
TWO (2) 1,000 GALLON TANKS AND TANKS ARE OWNED BY DOT
Delivery Location: DOWS, IA 50071 |        |            |             |
| 29   | 4,500| GAL  | BULK PROPANE GAS - SERGEANT BLUFFS - REST AREAS
ABOVE QUANTITY IS A TOTAL FOR BOTH REST AREAS NORTH AND SOUTH BOUND
TWO (2) 1,000 GALLON TANKS SB, AND ONE (1) 1,000 NB - ALL TANKS ARE OWNED BY DOT
Delivery Location: SERGEANT BLUFF, IA 51054 |        |            |             |
| 30   | 1,000| GAL  | BULK PROPANE GAS - ONAWA - REST AREAS
ABOVE QUANTITY IS A TOTAL FOR BOTH NORTH AND SOUTH BOUND REST AREAS
TWO (2) 1,000 GALLON TANKS AND TANKS ARE OWNED BY DOT
Delivery Location: ONAWA, IA 51040 |        |            |             |
| 31   | 1,200| GAL  | BULK PROPANE GAS - LOVELAND - REST AREAS
ABOVE QUANTITY IS A TOTAL FOR BOTH EAST AND WEST BOUND REST AREAS
TWO (2) 1,000 GALLON TANKS AND TANKS ARE OWNED BY DOT
Delivery Location: LOVELAND, IA 51559 |        |            |             |
| 32   | 8,000| GAL  | BULK PROPANE GAS - UNDERWOOD - REST AREAS
ABOVE QUANTITY IS A TOTAL FOR BOTH EAST AND WEST BOUND REST AREAS
TWO (2) EAST 1,000 GALLON TANKS AND TANKS ARE OWNED BY DOT
ONE (1) WEST 1,000 GALLON TANKS AND TANKS ARE OWNED BY DOT
Delivery Location: UNDERWOOD, IA 51576 |        |            |             |
| 33   | 2,000| GAL  | BULK PROPANE GAS - PACIFIC JUNCTION - REST AREAS
ABOVE QUANTITY IS A TOTAL FOR BOTH NORTH AND SOUTH BOUND REST AREAS
TWO (2) 1,000 GALLON TANKS AND TANKS ARE OWNED BY DOT
Delivery Location: PACIFIC JUNCTION, IA 51534 |        |            |             |
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<td>34</td>
<td>6,000</td>
<td>GAL</td>
<td>BULK PROPANE GAS - ADAIR - REST AREAS. ABOVE QUANTITY IS A TOTAL FOR BOTH EAST AND WEST BOUND REST AREAS. TWO (2) EAST 1,000 GALLON TANKS AND TANKS ARE OWNED BY DOT. TWO (2) WEST 1,000 GALLON TANKS AND TANKS ARE OWNED BY DOT.</td>
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<td>35</td>
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<td>GAL</td>
<td>BULK PROPANE GAS - GRINNELL - REST AREAS. ABOVE QUANTITY IS A TOTAL FOR BOTH EAST AND WEST BOUND REST AREAS. TWO (2) 1,000 GALLON TANKS EASTBOUND. TWO (2) 1,000 GALLON TANKS WESTBOUND. ALL TANKS ARE OWNED BY DOT.</td>
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<td>36</td>
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<td>BULK PROPANE GAS - OSCEOLA - REST AREAS. ABOVE QUANTITY IS A TOTAL FOR BOTH NORTH AND SOUTH BOUND REST AREAS. ONE (1) 1,000 GALLON TANK SOUTHBOUND. ONE (1) 1,000 GALLON TANK NORTHBOUND. ALL TANKS ARE OWNED BY DOT.</td>
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<td>37</td>
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<td>GAL</td>
<td>BULK PROPANE GAS - LAMONI - REST AREAS. ABOVE QUANTITY IS A TOTAL FOR BOTH NORTH AND SOUTH BOUND REST AREAS. TWO (2) 1,000 GALLON TANKS NORTHBOUND. FUILDING SERVES BOTH NORTHBOUND AND SOUTHBOUND TRAFFIC. ALL TANKS ARE OWNED BY DOT.</td>
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<td>38</td>
<td>4,000</td>
<td>GAL</td>
<td>BULK PROPANE GAS - VICTOR - REST AREAS. ABOVE QUANTITY IS A TOTAL FOR BOTH EAST AND WEST BOUND REST AREAS. ONE (1) 1,000 GALLON TANK EB AND TANK IS OWNED BY DOT. ONE (1) 1,000 GALLON TANK WB AND TANK IS OWNED BY DOT.</td>
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<td>39</td>
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<td>BULK PROPANE GAS - TIFFIN - REST AREAS. ABOVE QUANTITY IS A TOTAL FOR BOTH EAST AND WEST BOUND REST AREAS. TWO (2) 1,000 GALLON TANKS EAST BOUND. TWO (2) 1,000 GALLON TANKS WEST BOUND. TANKS ARE OWNED BY DOT.</td>
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<td>40</td>
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<td>GAL</td>
<td>BULK PROPANE GAS - MISSOURI VALLEY - REST AREAS. ONE (1) 1,000 GALLON TANK NORTHBOUND AND TANK IS OWNED BY DOT. ONE (1) 1,000 GALLON TANK SOUTHBOUND AND TANK IS OWNED BY DOT.</td>
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<td>BULK PROPANE GAS - CEDAR RAPIDS - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH NORTH AND SOUTH BOUND REST AREAS TWO (2) 1,000 GALLON TANKS OWNED BY DOT NORTH BOUND REST AREA ONE (1) 1,000 GALLON TANK OWNED BY DOT SOUTH BOUND REST AREA TANKS ARE OWNED BY DOT</td>
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<td>BULK PROPANE GAS - WILTON - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH EAST AND WEST BOUND REST AREAS TWO (2) 1,000 GALLON TANKS EAST BOUND TWO (2) 1,000 GALLON TANKS WEST BOUND TANKS ARE OWNED BY DOT</td>
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<td>BULK PROPANE GAS - DAVENPORT - REST AREAS ABOVE QUANTITY IS A TOTAL FOR BOTH EAST AND WEST BOUND REST AREAS ONE (1) 1,000 GALLON TANKS EAST BOUND TWO (2) 1,000 GALLON TANKS WEST BOUND TANKS ARE OWNED BY DOT</td>
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<td>BULK PROPANE GAS - JASPER CO. - SCALE #1 WEST BOUND SCALE ONLY ON I-80 (MM151) 1,000 GALLON TANK AND TANK IS OWNED BY DOT</td>
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<td>BULK PROPANE GAS - WORTH CO. - SCALE #39 I-35 SOUTH OF NORTHWOOD (MM 212) 500 GALLON TANK AND TANK IS OWNED BY DOT</td>
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<td>GAL</td>
<td>BULK PROPANE GAS - BRANDON NB &amp; SB (BUCHANAN CO.) - SCALES #15NB &amp; #16SB ABOVE QUANTITY IS A TOTAL FOR BOTH SCALES SOUTH OF WATERLOO ON I-380 (MM 54) 500 GALLON TANK AND TANK IS OWNED BY DOT</td>
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<td>BULK PROPANE GAS - SALIX (WOODBURY CO.) - SCALE #37 SOUTH BOUND SCALE ONLY AT I-29 (MM 132) 500 GALLON TANK AND TANK IS OWNED BY DOT</td>
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<td>BULK PROPANE GAS - AVOSCA - SCALE #28 I-80 EAST OF AVOSCA (MM 44) 500 GALLON TANK AND TANK IS OWNED BY DOT</td>
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<td>BULK PROPANE GAS - DALLAS CO. - SCALE #2 EAST BOUND SCALE ONLY I-80 (MM 115) 1,000 GALLON TANK AND TANK IS OWNED BY DOT</td>
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<td>BULK PROPANE GAS - FREMONT SCALE #14 I-29 (MM 12) 500 GALLON TANK AND TANK IS OWNED BY DOT Delivery Location: HAMBURG, IA 51640</td>
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<td>51</td>
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<td>BULK PROPANE GAS - CLARKE CO. - SCALE #10N NB I-35 SOUTH OF OSCEOLA, IA (MM 30) 500 GALLON TANK AND TANK IS OWNED BY DOT Delivery Location: OSCEOLA, IA 50213</td>
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<td>52</td>
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<td>BULK PROPANE GAS - WEST POINT - SCALE #45 JCT 38 &amp; HWY 218 NORTH BOUND SCALE ONLY (MM 30) 500 GALLON TANK AND TANK IS OWNED BY DOT Delivery Location: WEST POINT, IA 52656</td>
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I HEREBY CERTIFY THAT THIS PROPOSAL MEETS OR EXCEEDS THE MINIMUM REQUIREMENT INCLUDING SPECIFICATIONS AND ADDENDUMS.

Signature: ____________________________ Date: ____________________________
1.1 Purpose & Overview of the RFB Process
The purpose of this Request for Bid (RFB) is to solicit Bid Responses from responsible, responsive Bidders to provide the goods and/or services identified on the RFB cover page and described further in Section 3 of this RFB. The Iowa DOT intends to award a contract(s) beginning and ending on the dates listed on the Procurement Timetable. The Iowa DOT may renew the contract(s) for up to the number of annual extensions identified on the Procurement Timetable at the sole discretion of the Iowa DOT. Any contract(s) resulting from the RFB shall not be an exclusive contract.

Bidders will be required to submit Bid Responses according to the Procurement Timetable. The Iowa DOT will evaluate all responsible Bidders that submit timely responsive Bid Responses to be considered for award.

1.2 Definitions
The terms used in individual sections of this document are intended to be consistent with those commonly used in the application field in question. When responding, use the terms and acronyms used in this document, and define any terms or conditions that require further clarification.

1.2.1 “Bid Response” means the bid document submitted by the bidder in response to the RFB.

1.2.2 “Responsive Bid” means the bid document complies with each of the provisions of the RFB.

1.2.3 “Contract” or “Resulting Contract” means the contract(s) entered into with the successful Bidder(s) as described in section 4.

1.2.4 “Bidder” means individual, company or entity submitting a response in response to the RFB.

1.2.5 “Iowa DOT” means the Iowa Department of Transportation.

1.2.6 “Participating Agency” or “Participating Agencies” means the all state boards, and commissions, and any political subdivisions as identified on the RFB cover sheet as Participating Agencies and any other agency that decides to utilize the executed contract.

1.2.7 “Procurement Timetable” (on the page immediately following the RFB cover) provide timeline, event and date information.

1.2.8 “Purchase Order” means the documentation issued by the State to the Bidder for a purchase of goods and/or services in accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the supplier should submit the invoices, and any other requirements deemed necessary by the State. Any preprinted contract terms and conditions included on Bidder’s forms or invoices shall be null and void.

1.2.9 “Responsible Bidder” means a bidder that has the capability in all respects to perform the requirements of the solicitation specifications. In determining whether a Bidder is a responsible, responsive Bidder, the Iowa DOT may consider various factors including, but not limited to, the Bidder’s competence and qualifications to provide the goods or services requested, the Bidder’s integrity and reliability, the past
performance of the Bidder relative to the quality of the goods or services offered by
the Bidder, the proposed terms of delivery, and the best interest of the Iowa DOT and
Participating Agencies.

1.2.10 “RFB” means Request for Bid and any attachments, exhibits, schedules or
addenda hereto. A written response by a Bidder shall be considered a bid and referred
to as a Bid Response.

1.2.11 “State” means the Iowa DOT, State of Iowa, and Participating Agencies
identified on the title page and all state agencies, boards, and commissions, and any
political subdivisions making purchases off of the resulting Contract as permitted by
this RFB.

1.2.12 “Subcontractor” Includes every person furnishing material, equipment or
performing labor as a sublet of any part of contract.

1.3 General

1.3.1 Owner:
The Owner of these projects is the Iowa Department of Transportation, 800 Lincoln
Way, Ames, Iowa 50010.

1.4 Bidding Documents

1.4.1 Addenda
- Addenda, if issued, will be posted to the Iowa DOT’s website. All
  addendums must be acknowledged by bidders and included in the Bid
  Response.
- All addenda so issued shall become part of the contract documents.

1.4.2 Withdrawal Period
Prime Contractors, subcontractors and material suppliers on these projects
agree to guarantee their proposal costs and work to be performed for a period
of thirty (30) days after the date of receipt of bids.
2.1 Issuing Agent
The Issuing Agent, identified on the cover page is the sole point of contact regarding the RFB from the date of issuance until the notice of intent to award is issued (selection of the successful contractor).

2.2 Restriction on Communication
From the issue date of this RFB until the notice of intent to award is issued (announcement of the successful bidder), bidders may contact only the Issuing Agent. The Issuing Agent will respond only to questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted in writing to the Issuing Officer by the deadline found in the Procurement Timetable listed immediately after the cover sheet. Verbal questions related to the interpretation of this RFB will not be accepted. Questions related to the interpretation of this RFB must be submitted as provided in section 2.5. Bidders may be disqualified if they contact any state employee other than the Issuing Agent. Exception: Bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

In NO CASE shall verbal communication override written communications. Only written communications are binding on the State.

The Iowa DOT assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a contract, unless such representations are specifically incorporated into this RFB. Verbal discussions pertaining to modifications or clarifications of this RFB shall not be considered part of the RFB unless confirmed in writing. All such requests for clarification shall be submitted in writing. Any information provided by the Bidder verbally shall not be considered part of that Bidder’s proposal. Only written communications from the Bidder and received by the Department shall be accepted.

With the exception of the written Bid Response which must be submitted by Bidders in accordance with Section 2 herein, communications between the Issuing Agent and Bidders may be conducted by regular prepaid US mail, courier service, e-mail or facsimile transmission.

2.3 Downloading the RFB from the Internet
All correspondence for this solicitation will be posted on the Iowa DOT’s website at www.iowadot.gov/purchasing/lettingschedule. Bidders are required to visit the Iowa DOT’s home page periodically for any and all addendums or other pertinent information regarding this bid opportunity.

2.4 Procurement Timetable
The dates listed in the Procurement Timetable (on the page immediately following the RFB cover) are set forth for informational and planning purposes; however, the Iowa DOT reserves the right to change the dates. If a change is made to any of the deadlines for Bidder submission, the Iowa DOT will issue an addendum to the RFB. All times listed are Central Times.
2.5 Questions, Requests for Clarification, and Suggested Changes

Bidders are invited to submit written questions and requests for clarifications regarding the RFB during the time indicated in the Procurement Timetable. Bidders may also submit suggestions for changes to the requirements of this RFB. The questions, requests for clarifications or suggestions must be in writing and received by the Issuing Agent on or before the deadline stated in the Procurement Timetable. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFB must be referenced.

Written responses to questions, requests for clarifications or suggestions will be posted on or before the deadline stated in the Procurement Timetable and posted on the Iowa DOT's website (see Section 2.3) If the Iowa DOT decides to adopt a suggestion, the Iowa DOT will issue an addendum to the RFB.

The Iowa DOT assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFB.

Each bidder must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful bidder of their obligation to furnish all services required to carry out the provisions of his contract. Insofar, as possible, the Bidder, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with the work of any other Bidder.

If a bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the bidder should immediately notify the Issuing Agent in writing of such error and request modification or clarification of the RFB document.

2.6 Revisions to Bidder Bid Response

Bidders who submit Bid Responses in advance of the bid opening date may withdraw, modify, and resubmit their Response at any time prior to the bid opening date and time. Bidders must notify the Issuing Agent in writing if they wish to withdraw their Bid Response. A Bidder shall not withdraw its Bid Response or its prices prior to the end of the one hundred and eighty (180) day period immediately following the notice of intent to award a contract.

2.7 Submission of Bid Responses

The Iowa DOT must receive Bid Responses addressed to the Department of Transportation, Purchasing Section, 800 Lincoln Way, Ames, Iowa 50010 before the deadline stated in the Procurement Timetable. **This is a mandatory requirement and will not be waived by the Iowa DOT.** Any Bid Response received after this deadline will be rejected and returned unopened to the Bidder.

Bidders mailing Bid Responses must allow ample mail delivery time to ensure receipt by the Iowa DOT on or before the due date. Postmarking by the due date will not substitute for actual receipt of the Bid Response.

**Electronic mail and faxed Bid Responses will not be accepted.**

Bidders must furnish all information necessary to evaluate the Bid Response. Bid Responses that fail to meet the mandatory requirements of the RFB will be disqualified. Verbal information provided by the Bidder shall not be considered part of the Bidder's Bid Response.

2.8 Bid Response Date

The Iowa DOT will open Bid Responses on the date and time stated in the Procurement Timetable. A bid tabulation will be posted on the Iowa DOT’s website for
all bidders to view the results in the form of “Recommendation to Award”. (See Iowa Code Section 72.3.)

The responses of the Bidders who submit compliant Bid Responses within the time frame permitted will be available for public review after the contract has been awarded.

2.9 Costs of Preparing the Bid Response
The costs of preparation and delivery of a Bid Response are solely the responsibility of the Bidder.

No payments shall be made by the State to cover costs incurred by any Bidder in the preparation of or the submission of this RFB or any other associated costs.

2.10 Reasonable Accommodations
Upon request, the Iowa DOT will provide reasonable accommodations, including the provision of informational material in an alternative format, for individuals with disabilities. If accommodations are required at time of a bid opening, contact the Issuing Agent designated on the cover page.

2.11 Rejection of Bid Responses
The Iowa DOT reserves the right to reject any or all Bid Responses, in whole or in part, received in response to this RFB at any time prior to the execution of a written contract. Issuance of this RFB in no way constitutes a commitment by the Iowa DOT to award a contract. This RFB is designed to provide Bidders with the information necessary to prepare a competitive Bid Response. This RFB process is for the Iowa DOT benefit and is intended to provide the Iowa DOT with competitive information to assist in the selection of a Bidder to provide services.

It is not intended to be comprehensive and each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid Response.

The Iowa DOT reserves the right to negotiate the terms of the contract, including the award amount, with the awarded Bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully, the Iowa DOT reserves the right to negotiate a contract with the next lowest Bidder.

2.12 Disqualification
The Iowa DOT may reject outright and shall not evaluate proposals for any one of the following reasons:

2.12.1 The Bidder states that a requirement of the RFB cannot be met.

2.12.2 The Bidder’s Bid Response materially changes a requirement of the RFB or the Bid Response is not compliant with the requirements of the RFB.

2.12.3 The Bidder’s response limits the rights of the Iowa DOT.

2.12.4 The Bidder fails to include a Proposal Guarantee also known as bid security, if required. See Bid Response cover page and Section 2.33.

2.12.5 The Bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee (if required).

2.12.6 The Bidder presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of this RFB.

2.12.7 The Bidder initiates unauthorized contact regarding the RFB with state employees.

2.12.8 The Bidder provides misleading or inaccurate responses.
2.12.9 The Bidder fails to attend the mandatory Bidders Conference or Pre-Bid meeting.

2.12.10 The Bidder’s Bid Response is materially unbalanced.

2.12.11 There is insufficient evidence (including evidence submitted by the Bidder and evidence obtained by the Iowa DOT from other sources) to satisfy the Iowa DOT that the Bidder is a “Responsible Bidder”.

2.12.12 The Bidder alters the solicitation language in any way.

2.13 Nonmaterial and Material Variances
The Iowa DOT reserves the right to waive or permit cure of nonmaterial variances in the Bidder’s Bid Response if, in the judgment of the Iowa DOT, it is in the Iowa DOT best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other Bidders; that do not change the meaning or scope of the RFB; or that do not reflect a material change in the services. In the event the Iowa DOT waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Bidder from full compliance with RFB specifications or other contract requirements if the Bidder is awarded the contract. The determination of materiality is in the sole discretion of the Iowa DOT.

2.14 Reference Checks
The Iowa DOT reserves the right to contact any reference to assist in the evaluation of the Bid Response, to verify information contained in the Bid Response and to discuss the Bidder’s qualifications and the qualifications of any subcontractor identified in the bidders Bid Response.

2.15 Information from Other Sources
The Iowa DOT reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder’s capability and performance under other contracts, the qualifications of any subcontractor identified in the Bidder’s Bid Response, specifically, the Bidder’s financial stability, past or pending litigation, and publicly available information.

2.16 Verification of Bid Response Contents
The content of a Bid Response submitted by a Bidder is subject to verification. Misleading or inaccurate responses shall result in disqualification and rejection of the Bid Response.

2.17 Bid Response Clarification Process
The Iowa DOT reserves the right to contact a Bidder after the submission of Bid Response for the purpose of clarification to ensure mutual understanding.

This contact may include written questions, interviews, site visits, a review of past performance if the Bidder has provided goods or services to the Iowa DOT or any other political subdivision wherever located, or requests for corrective pages in the Bidder’s Bid Response. The Iowa DOT will not consider information received if the information materially alters the content of this solicitation or alters the type of goods and services the Bidder is offering to the Iowa DOT. An individual authorized to legally bind the Bidder shall sign responses to any request for clarification. Responses shall be submitted to the Iowa DOT within the time specified in the Iowa DOT request. Failure to comply with requests for additional information may result in rejection of the Bid Response as non-compliant.
2.18 Disposition of Bid Responses
At the conclusion of the selection process, the contents of all Bid Responses will be in the public domain and be open to inspection by interested parties except for information for which Bidder properly requests confidential treatment or is subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.19 Public Records and Requests for Confidential Treatment
The Iowa DOT may treat all information submitted by a Bidder as public information following the conclusion of the Intent to Award. Iowa DOT release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with chapter 22 before submitting a Bid Response. The Iowa DOT will copy and produce public records as required to comply with the public records laws.

2.20 Release of Claims
By submitting a Bid Response, the Bidder agrees that it will not bring any claim or cause of action against the Iowa DOT based on any misunderstanding concerning the information provided herein or concerning the Iowa DOT failure, negligent or otherwise, to provide the Bidder with pertinent information as intended by this RFB.

2.21 Award Notice and Acceptance Period
Notice of intent to award will be posted on the Iowa DOT’s website at www.iowadot.gov/purchasing/bidaward. Final negotiation and execution of the contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by the Iowa DOT.

If the successful Bidder fails to negotiate and deliver an executed contract by that date, the Iowa DOT in its sole discretion may cancel the award and redirect the contract to the next lowest bidder meeting the specifications.

2.22 No Contract Rights until Execution
The full execution of a written contract shall constitute the making of a contract for services and no Bidder shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful Bidder and the Iowa DOT.

2.23 Restrictions on Gifts and Activities
Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Bidders are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee’s acts, opinion, judgment or exercise of discretion with respect to that employee’s duties. Evidence of violations of this statute will be submitted to the proper prosecuting attorney.

2.24 No Minimum Guaranteed
The Iowa DOT anticipates that the selected Bidder will provide services as requested by the Iowa DOT. The Iowa DOT will not guarantee any minimum compensation will be paid to the Bidder or any minimum usage of the Bidder’s services.
2.25 Conflicts Between Terms
The Iowa DOT reserves the right to accept or reject any exception taken by the Bidder to the terms and conditions contained in this RFB. Should the Bidder take exception to the terms and conditions required by the Iowa DOT, the Bidder’s exceptions may be rejected and the entire proposal declared nonresponsive. The Iowa DOT may elect to negotiate with the Bidder regarding contract terms that do not materially alter the substantive requirements of the request for proposals or the contents of the Bidder’s Bid Response.

2.26 News Releases
No news releases or other materials pertaining to this procurement, or any part of this proposal, will be made available to the media or the public, the Bidder’s clients or potential clients without the prior written approval of the Iowa DOT.

2.27 Contractors Responsibilities

2.27.1 Codes, Laws and Regulations
The laws of the State of Iowa in relation to and pertaining to public improvements shall apply to these projects. All construction, materials and methods shall comply with the State and Local Building Codes and with Local Ordinances, except where plans and specifications establish a higher standard.

2.27.2 Licenses, Permits and Inspections
The Bidders shall comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work. Bidders shall pay for all licenses, permits and inspection fees required for its work. Bidders must furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work.

2.28 Consideration of Bids

2.28.1 Rejection of Bids
The Iowa DOT reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Iowa DOT that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

2.28.2 Qualification of Bidder
The Iowa DOT may make such investigations as they deem necessary to determine the ability of the Bidder to perform the required work, and the bidder shall furnish to the Iowa DOT all such information and data for this purpose as the Iowa DOT may request.
3.1 **Purpose**
The Iowa DOT is seeking qualified vendors to provide propane to Iowa DOT Maintenance Garages, Rest Areas and Scales at locations as listed on the Schedule of Prices.

3.2 **Vendors Responsibilities**
Provide propane to locations on an as “needed/keep full” bases during the contract period for all sites. It is the responsibility of the successful bidder to coordinate with DOT to monitor usage and ensure DOT tanks do not run out during the winter season.
- Contact information will be provided to successful contractors.
- Purchase orders will not be issued for propane delivered from the contracts awarded.

3.3 **Contract Pricing**
All dealer-imposed charges are to be included in the quoted price. This includes safety or hazardous fees, freight, surcharges or any other additional fees. Prices shall be held firm for the contract period.

3.4 **Quantities**
Estimated quantities based on previous purchases. Actual quantities purchased throughout the contract period may vary considerably from estimates. No price increase will be allowed, even if quantity order is more or less than the estimated usage amounts.

3.5 **Delivery Location**
Material shall be delivered to the locations indicated on the Schedule of Prices.

3.6 **Invoicing**

**DOT Garages**
Delivery tickets should be left in one location at the garages. Personnel are not always in the shop when deliveries take place, but the offices are usually open for the tickets to be placed inside. Invoices should be mailed to these garage locations for payment. Invoices need to reference the description listed on the bid line when invoicing as this will ensure location can process payments correctly.

**Rest Areas**
No tickets are to be left at these sites. Invoices should be mailed to Iowa DOT Office of Maintenance, Rest Areas, 800 Lincoln Way, Ames, IA 50010. All invoices need to be clearly marked which delivery location as this will ensure location can process payments correctly.

**Scales**
Tickets should be left at the scale. Invoices should be mailed to Iowa DOT Motor Vehicle Enforcement, 6310 SE Convenience Blvd., Ankeny, IA 50021. All invoices need to be clearly marked which delivery location the invoice is for so payments can be correctly coded.
4.1 **Contract Award**  
Contract award for lines 1-5 will be awarded by group. All items within a group must be bid to be considered for a group award. Lines 6-52 will be awarded by line item.  
The Iowa DOT reserves the right to either award a contract(s) or Purchase order without further negotiation with the successful Contractor or to negotiate contract terms with the successful Contractor if the best interests of the State would be served.

4.2 **Contract Period**  
The term of the Contract will begin and end on the dates indicated in the RFP Procurement Timetable, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Iowa DOT shall have the sole option to renew the Contract for up to the number of annual renewals specified on the Procurement Timetable.

4.3 **Contractor(s) Insurance Requirements**  
The resulting Contract will require the successful Contractor to maintain insurance coverage(s) of the type and in the amounts set forth below.

- It shall be the Contractor’s responsibility to have liability insurance covering all of the project operations incident to contract completion and the Contractor(s) must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the insurance company firm name and address, contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Contractor(s) including a subcontractor, persons employed by a subcontractor(s), or by an independent contractor(s).

- In addition to the above, the Contracting Authority shall be included as an insured party, or a separate owner’s protective policy shall be filed showing the Contracting Authority as an insured party.

- The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance shall be as follows:
  - Commercial General Liability including Contractual Liability;
  - Contingent Liability; Explosion, Collapse and Underground Drainage
  - Damage; Occurrence Basis Bodily Injury: Broad Form Personal Injury; Broad Form Property Damage.

**Bodily Injury**  
The contractor will purchase and maintain throughout the term of this contract the following minimum limits and coverage:

- Each person $750,000
- Each accident/occurrence $750,000
- Workers Compensation $750,000
- Statutory Limits $750,000
• Employer’s liability $750,000
• Occupation Disease $750,000

Operations
• Property Damage $250,000 each occurrence

The Contractor(s) shall require all subcontractor(s) meet the above insurance requirements.

The Certificate of Insurance must include the following:
• Iowa Department of Transportation must be listed as an additional insured
• Proposal Number
• Proposal Description
• Letting Date and Contract Period

For independent contractors engaged solely in the transportation of materials, the minimum insurance coverage provided shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein.

4.9 Force Majeure
Neither Contractor nor the Iowa DOT shall be liable to the other for any delay or failure of performance of this Contract; and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a “force majeure”. As used in this Contract, “force majeure” includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. Failure to perform by a subcontractor or an agent of the Contractor shall not be considered a “force majeure” unless the subcontractor or supplier is prevented from timely performance by a “force majeure” as defined in this Contract. “Force majeure” does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor; claims or court orders which restrict Contractor’s ability to deliver the goods or services contemplated by this Contract. If a “force majeure” delays or prevents Contractor’s performance, the Contractor shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by the Iowa DOT. During any such period, the Contractor shall continue to be responsible for all costs and expenses related to alternative performance.

This Section shall not be construed as relieving the Contractor of its responsibility for any obligation which is being performed by a subcontractor or supplier of services unless the subcontractor or supplier is prevented from timely performance by a “force majeure” as described here.
SEALED BID

SOLICITATION RESPONSE DUE DATE: June 19, 2019

PROPOSAL NO: 22178

PROPOSAL DESCRIPTION: Bulk Propane for FY2020 Iowa Department of Transportation (DOT) Locations

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