IOWA STATE UNIVERSITY

REQUEST FOR QUOTE NUMBER 63319

CREOSOTE FROM BEECH WOOD
CAS# 8021-39-4
PURITY: > 99%

ISSUE DATE: MARCH 1, 2016
DUE DATE: MARCH 14, 2016

Purchasing Department
1340 Administrative Services Building
2221 Wanda Daley Drive
Ames, Iowa 50011-1004
1. **Introduction.** Iowa State University (ISU) is accepting bids on behalf of the Department of Bioeconomy Institute, BEI for Creosote from Beech Wood, CAS# 8021-39-4 with a purity of level > 99% that will be used as a solvent in a biomass liquefaction process to produce renewable fuels and chemicals. ISU is requesting that companies provide information on pricing, warranty, and availability of Creosote from Beech Wood. Quantities and specifications will be provided in Section II of the bid document.

   **All questions regarding the ISU procurement process and this bid should be directed to:**

   Kelly Freel, CPPB  
Purchasing Agent IV  
Purchasing  
515-294-9918  
kmfreel@iastate.edu

   Lysle Whitmer  
Senior Research Engineer  
Bioeconomy Institute, BEI  
515-296-6309  
lwhitmer@iastate.edu

2. **Parties to the Contract.** Bidders must identify all parties who will be involved with performance of the contract. By submitting a quote, the bidder warrants that all parties to the contract have received a copy of this RFQ and that the bidders’ response is acceptable to these parties.

3. **Each Company, by submitting a quote, acknowledges its representative has:**

   A. Read and completely understood the documents contained in this RFQ. The documents shall consist of this RFQ (Quote Information and Instructions, Terms and Conditions of the Contract, Specifications, Form of Bid, Attachment A, any subsequent Addenda issued by ISU, Bidders response to this RFQ, and any purchase order that results from this RFQ.

   B. Based their quote upon the requirements described in the proposed documents.

4. **Receipt and Opening of Quotes.**

   A. **This bid is due March 14, 2016 at 4:00 PM, and can be submitted via email, facsimile, or address listed below:**

      Iowa State University  
Purchasing Department  
1340 Administrative Services Building  
2221 Wanda Daley Drive  
Ames, IA  50011-1004

      FAX: 515-294-9606 or EMAIL: Quotedesk@iastate.edu

   B. ISU reserves the right to accept or reject any or all quotes and to waive any irregularities, technicalities, or informalities in quotes if such waiver does not substantially change the offer or provide a competitive advantage to any Company. ISU reserves the right to request additional documents or quote clarifications after the due date and time for quote submission.

   C. Company’s legally authorized representative (Officer of Company) shall sign the quote. The official name, address, telephone, and fax number and e-mail addresses are to be stated on the quote form.
D. No responsibility will be attached to any person for premature opening of a quote not properly identified.

E. The laws of the State of Iowa require the contents of all quotes be placed in the public domain and be open to inspection by interested parties. 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 quote. Quotes marked entirely confidential or proprietary may be rejected. Pricing information and other offers cannot be considered proprietary information.

Failure to list all proprietary sections of the submitted quote in the space provided in Section III shall relieve ISU personnel from any responsibility, should such information be viewed by the public, a competitor, or be in any way accidentally released.

F. All opened quotes become the property of ISU and will not be returned to the offeror.

G. Prior to the date and time designated for receipt of quotes, quotes submitted early shall be withdrawn only by written notice to ISU. Such notice shall be received by ISU prior to the designated date and time for receipt of quotes.

H. Withdrawn quotes may be resubmitted up to the time designated for receipt of quotes provided that they are then fully in conformance with these Quote Instructions and Conditions.

I. No quote may be modified or withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receipt of quotes.

J. All erasures or corrections are to be initialed by the person(s) signing the quote.

K. Failure to comply with the requirements of this RFQ or evidence of unfair bidding procedures may be cause for rejection of the quote. Failure to supply information requested may also be cause for rejection of the RFQ as being non-responsive.

L. This Request for Quote does not commit ISU to make an award, nor will ISU pay any costs incurred in the preparation and submission of quotes, costs incurred in making necessary studies for the preparation of quotes, or any travel or personnel expenses associated with trips to ISU.

5. Addenda. Any and all interpretations, corrections, revisions, and amendments shall be issued by the ISU Purchasing Department to all known holders of proposed Contract Documents in the form of written addenda. Except for addenda modifying the quote due date or canceling the Request for Quote, such addenda shall be issued so as to be received at least five (5) days prior to the time set for receipt of quotes. All addenda so issued shall become part of the Contract Documents and shall be acknowledged in the Form of Quote.

6. Exceptions to Bid Documents. Company shall clearly state in the submitted quote any exceptions to, or deviations from the Contract Specifications (Section III), and any exceptions to the provisions, terms, and conditions of this RFQ included in Section I and terms and conditions of the potential agreement described in Section II. Such exceptions or deviations will be considered in evaluating the quotes. Any exceptions should be noted on Attachment A and returned with the submitted quote. Companies are cautioned that exceptions taken to this RFQ may cause their quote to be rejected at the sole discretion of ISU. Exceptions not stated on Attachment A will have no effect.
7. **Qualification of Company.** ISU shall make such investigations as deemed necessary to determine the ability of Company to provide the expected goods or services. ISU reserves the right to reject any bid if the evidence submitted by, or investigation of, such Company fails to satisfy ISU in its sole opinion that said Company is properly qualified to carry out the obligations specified herein.

8. **Tie Bids.** The purchasing department will resolve tie proposals which are equal in all respects and tied in price by drawing lots. Whenever practicable, the drawing will be held in the presence of the Companies who are tied. However, if this is not possible, the drawing will be made in front of at least three (3) persons and said drawing documented.

   A. Whenever a tie involves an Iowa firm and a firm outside the State of Iowa, the Iowa firm will receive preference.

   B. Whenever a tie involves one or more Iowa firms and one or more firms outside the State of Iowa, the drawing will be held among the Iowa firms only.

9. **Vendor Database.** Bidders must have a current vendor registration on file in order to receive an award resulting from an RFP/RFP. Visit the vendor registration website (shown below) for instructions on the vendor application process.

   [https://accessplus.iastate.edu/NonAuth/PD10/PD155Vendor.jsp](https://accessplus.iastate.edu/NonAuth/PD10/PD155Vendor.jsp)

10. **Electronic Copies of the Bid.** Vendors may request an editable copy of the RFP by contacting Kelly Freel at kmfreel@iastate.edu.

11. **Quote Evaluation.** The Evaluation Criteria utilized for this Request for Quote will be based upon, but not limited to, the following criteria which are listed in no particular order:

   - Total Cost to ISU
   - Delivery Schedule must be within 4 weeks ARO
   - Meeting, or exceeding specifications
   - FOB Terms
1. **Introduction.** Iowa State University (ISU) is accepting bids on behalf of the Department of Bioeconomy Institute, BEI for *Creosote from Beech Wood, CAS# 8021-39-4 with a purity of level > 99%* that will be used as a solvent in a biomass liquefaction process to produce renewable fuels and chemicals.

2. **Creosote from Beech Wood Specifications.**

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<thead>
<tr>
<th>Specification</th>
<th>Details</th>
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<tbody>
<tr>
<td>Purity</td>
<td>&gt; 99%</td>
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<tr>
<td>CAS Number</td>
<td>8021-39-4</td>
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<tr>
<td>Approximate Boiling Point Range</td>
<td>200-220°C</td>
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<tr>
<td>Packaging options:</td>
<td>55-gallon drum</td>
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<tr>
<td></td>
<td>1 liter</td>
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<tr>
<td>Shipping</td>
<td>Must be delivered 4 weeks ARO</td>
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<table>
<thead>
<tr>
<th>Option A</th>
<th>Option B</th>
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<tbody>
<tr>
<td>$_________/Cost per 55-Gallon Drum</td>
<td>$_________/ Cost per individual liter</td>
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<tr>
<td>$_________/Shipping Costs per 55-Gallon Drum</td>
<td>$_________/Shipping Costs per individual liter</td>
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<tr>
<td>$_________ Total Cost to ISU</td>
<td>$_________ Total Cost to ISU</td>
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</tbody>
</table>

2. Please provide itemized quotation as supplement 1 to include cost per 55-Gallon Drum, and cost per individual liter, include the estimated shipping cost. Pricing must be firm for 90 days.

3. Does Company have a minimum of 55 gallons in-stock? Yes____ No____, if no, what is the lead time on shipment? ________________________________

4. How will the Creosote from Beech Wood be packaged? Be specific for each unit measure 55-gallon and liter: ________________________________

5. **MSDS must be included with vendor bid response.** Has vendor included MSDS? Yes____ No____

6. Payment Terms
   
   Be certain to state your terms of payment. Failure to indicate your terms will mean that if your bid is accepted, Iowa State University will apply a five percent (5%) discount for payments made within 15 days of receipt of your invoice in the Purchasing Department.

7. Vendor Information.
   
   Business Name: ____________________________________________

   Official Business Address: __________________________________

   Federal Employment Identification Number: ________________________

   Authorized Signature: _______________________________________

   Name Printed or Typed: __________________________

   Title: __________________________ Telephone No.: _______________

   Email: __________________________ Fax No.: ___________________

   Date: __________________________
1. **Exclusive Agreement.** Any purchase order issued as a result of this bid solicitation, constitutes the agreement between the parties and shall include these terms and conditions when awarded. The terms and conditions cannot be changed without prior written consent of both parties. The laws of the State of Iowa shall apply in all disputes. Unless exceptions are clearly noted in the bid response, the goods shall conform to specifications, drawings, and any other description attached hereto and shall be free from defects in materials and workmanship.

2. **Preservation and Packaging.** All items shall be packaged and packed best commercial pack at no additional charge to the University. Such procedure shall require the inclusion of a packing list with each shipment that identifies the contents.

3. **Delivery Schedule.** It is understood by the parties hereto that with respect to delivery, time is of the essence. Therefore, failure to deliver procured goods on time may result in termination of the awarded Purchase Order at the option of the University. Where late goods are accepted by the University with or without objections, such acceptance shall not constitute waiver of the requirements of timely performance hereunder when performance is divisible.

4. **Receipt.** The University shall be deemed to have received goods procured hereunder when such goods have been deposited at the University’s dock and all bills of lading, or other shipping papers which require signature by the University have been signed.

5. **Acceptance.** In spite of receipt, the University shall be deemed to have accepted goods procured hereunder only after actual inspection for conformity or the passage of ten (10) days from receipt, whichever occurs first, unless specific acceptance criteria are attached hereto, which criteria shall take precedence.

6. **Rejection/Termination.** All goods procured hereunder are subject to inspection and acceptance by the University. All goods which are rejected for nonconformity are rejected at the Vendor’s expense and shall be returned to Vendor at its risk of loss and expense. In the event of breach by the Vendor of any of the terms and condition of the awarded Purchase Order, the University shall have the right to terminate this agreement by giving oral or written notice to the Vendor. Such notice shall be effective upon actual receipt.

7. **Assignment.** All monies due and owing hereunder shall not be assigned to a third party without written consent of both parties.

8. **Warranties.** The Vendor expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314 (2) of the Uniform Commercial Code in effect on the date of this order in the State of Iowa. Additionally, the goods shall conform to specifications, drawings, and any other description and shall be free from defects in materials and workmanship.

9. **Taxes.** The University is exempt from payment of all federal or state taxes. Exemption certificates will be furnished upon request.

10. **Title to Goods.** Vendor warrants that goods offered hereunder are free from all liens, claims, or encumbrances.
11. **Vendor/Contractor Rights Assignments—Antitrust Claims.** When awarded, contractor through its duly authorized agent, conveys, sells, assigns, and transfers to Iowa State University and the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or herein acquired.

12. **Indemnification.** To the extent that the goods are not manufactured in accordance with Buyer’s designs, Seller shall defend, indemnify and hold harmless Buyer, Buyer’s 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 hereunder. Buyer shall promptly notify seller of any such claim.


14. **Federal Subcontract.** If this agreement constitutes a sub-agreement under a prime contract with a federal agency, the terms and conditions of the prime contract shall prevail.

15. **Hazardous Material.** All packaging, transportation and handling of hazardous material shall be in accordance with applicable federal and state regulations including, but not limited to the Material Safety Data Sheet provision of O.S.H.A Hazard Communication Standard 29 CFR 1910, 1200, and the Iowa Administrative Code, Section 530.

16. **Nondiscrimination.** Vendor is subject to and must comply with provisions of the Board of Regents, State of Iowa, Equal Opportunity Policy and applicable State and Federal antidiscrimination laws. Vendor shall comply with Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 as supplemented by regulation of 41 CFR parts 60.

17. **Cancellation.** Buyer reserves the right to cancel this agreement for convenience by giving Vendor written notification.

18. **Public Records.** The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

19. **Clean Air and Water Certification.** Vendor certifies that it is in compliance with the Clean Air Act (42 U.S.C. 7401) and the Federal Water Pollution Control Act (33 U.S.C. 1251) as amended, and that its facilities are not on the Environmental Protection Agency (EPA) List of Violating Facilities. Vendor will immediately notify Buyer’s purchasing department of the receipt of any communication indicating that any of the Vendor’s facilities are under consideration to be listed on the EPA List of Violating Facilities.

20. **Debarred, Suspended and Ineligible Status.** Vendor certifies that it has not been debarred, suspended, or declared ineligible nor is it included on the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689. Vendor will immediately notify Buyer’s purchasing department if Vendor is placed on this list.

21. **Access to Company Records/Audits.** Company shall retain all records and provide unlimited access at reasonable times to all accounting records relating to the goods and services furnished during the term of, and for five (5) years after, or longer if required by State or Federal statute to any contract, or order resulting from this bid. ISU reserved the right to audit such records and employ the Auditor of the State of Iowa or other auditors as ISU deems appropriate. Should such audit disclose incorrect billings, or improprieties, ISU reserves
the right to charge Company for the cost of the audit, and pursue appropriate reimbursement. Evidence of criminal intent will be turned over to the proper authority.

22. **Code of Fair Practice.** Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, gender identification, marital status, national origin, sex, age, or physical or mental disability, or status as a US veteran. Company shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, or physical or mental disability or status as a Vietnam-era/disabled veteran, except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. If applicable to this agreement, Company shall comply with the provisions of Federal Executive Order 11246 as amended by Executive Order 11375. In the event of Company’s non-compliance with this section 2.7 or with any of the aforesaid regulations, this contract may be canceled, terminated or suspended in whole or in part, without penalty to the Board of Regents, State of Iowa, the University, or the State of Iowa, and Company may be declared ineligible for further contracts with Board of Regents, State of Iowa, institutions.

23. **Advertising.** Company shall not use or reference the name of Iowa State University as a part of any commercial advertising without prior written approval of ISU’s central administration and its Trademark and Licensing Office.

24. **Delivery.** Delivery must be accurately quoted as it may be a consideration in making an award.

25. **Termination/Rejection.** All goods which are rejected for nonconformity with the terms and conditions of this agreement are rejected at Vendor's expense and shall be returned at Vendor's risk of loss and expense. Buyer reserves the right to terminate for nonconformity.

26. **Remedies Upon Default.** In any case where the vendor has failed to deliver or has delivered nonconforming goods or services, ISU shall provide a Cure Notice. If after notice the vendor continues to be in default, ISU may procure goods or services and substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. ISU Purchasing will assess a five percent (5%) administration fee for any adjustments or credits made as compensation for the vendor’s failure to perform. The Attorney General shall be requested to make collection from the defaulting vendor.

27. **Acts of God.** Whenever a vendor’s place of business, mode of delivery or source of supply has been disrupted by strike, or act of God, or any other disruption, it shall be the responsibility of the vendor to promptly advise the Purchasing Department. ISU may elect to cancel all orders on file with the vendor and place the order with another vendor.

28. **Non-appropriation of Funds.** Notwithstanding other provisions of this Contract, if funds anticipated for the fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the federal government to provide funds or the program under which funds were provided is altered, then ISU shall have the right to terminate this agreement without penalty by giving not less than thirty (30) days written notice.
RFQ No. 63319
BID COMPLIANCE FORM

Note: Your bid will be considered incomplete unless the following are included with your offer. Indicate compliance by placing a check mark in the space provided: All Documents should be included IN THE ORDER PROVIDED BELOW.

Compliance

[ ] Specifications (page 5)
[ ] Form of Bid (pages 6) completed and signed by your company’s authorized official.
[ ] Bid Compliance Form (this page)
[ ] Supplement 1 (itemized quote)
[ ] MSDS

ATTACHMENT A
EXCEPTIONS

List any and all exceptions to this RFQ in this section. Include page number, section and reason for exception: (Make additional pages if necessary)

Check one of the following:

[ ] We have no exceptions to this RFQ
[ ] We have the following exceptions to this RFQ

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<tr>
<th>Page Number</th>
<th>Section</th>
<th>Exception</th>
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