



**Request for Proposal
For**

Live Auction Service for Disposal of Excess Property

Issued by:

IOWA DEPARTMENT OF TRANSPORTATION
Purchasing Section
Proposal No. 13023
**Letting Date:
November 7, 2014**

Must be submitted no later than 1:00 PM Central Time
Proposals received after this date will be rejected

***For information about this notice, and during this procurement,
interested persons shall contact only:***

Jean Gustafson, Purchasing Agent
800 Lincoln Way
Ames, Iowa 50010
Phone: 515-239-1173
Fax: 515-239-1538
E-Mail: jean.gustafson@dot.iowa.gov

Issued addenda will be posted to internet website:
<http://www.iowadotpurchasing.com>

Procurement Timetable

The following dates are set forth for informational and planning purposes. However, the Department reserves the right to change the dates. All times listed are Central Time.

Event/Dates	Section Reference	Date/Time
Issue RFP	cover	10/17/14
Number of Copies of Bid Proposals Required	4.1.3	1 Original & 3 Copies
Bidder's Conference (Pre-Bid) <input type="checkbox"/> <i>Box will be checked when attendance is mandatory</i>	2.32	N/A
DOT Response from Bidder's Questions	2.32	N/A
Bidder Questions, Requests for Clarification, & Changes (no later than)	2.2/2.5	10/24/14
DOT Response to Questions Issued (no later than)	2.2/2.5	10/31/14
Bid Opening/Proposal Due	2.8/2.9	11/7/14
Presentations & Demonstrations "Short list" (by invitation only)	2.24/ 5.3	N/A
Announce Successful Bidder Intent to Award* see note below	2.24	11/14/14
Completion of Contract Negotiations & Execution of the Contract	2.25	11/28/14
Contract Begins	Bid Response/ 6.2	N/A
Contract Length Start Date --- End Date --- Renewals	6.2	N/A

*Intent to Award MATCH SECTION 4.2.13

It is intended that proposals will be evaluated and a notice of intent to award will be issued within thirty (30) days of the deadline for receipt of proposals. Proposal prices, terms and conditions must be held firm for a 180-day period from the date of the notice of intent to award the contract.

Pre-Bid Bidder Conference Details – N/A

Presentation and Demonstrations- TBD

[Insert bid response page]

Date Bids Due 11/7/2014		Time of Bid Opening 1:00 PM	Bid Opening Location 800 Lincoln Way, Ames, IA	
Proposal Number 13023	Description Live Auction Service for Disposal of Excess Property			
Contract to Begin	Date of Completion	Proposal Guaranty Amount \$0.00		Liquidated Damages \$0.00
Purchasing Agent Jean Gustafson	E-Mail Address jean.gustafson@dot.iowa.gov	Phone 515-239-1173		Fax 515-239-1538
Company Name			Federal Tax ID	
Street Address		City	State	Zip Code
Supplier Contact (type or print)	E-Mail Address	Phone	Fax	
Supplier agrees to sell items/services at the same prices under the same terms and conditions to any other state agency, Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> YES <input type="checkbox"/> NO			Are you a Iowa Targeted Small Business? <input type="checkbox"/> YES <input type="checkbox"/> NO	

GENERAL INFORMATION

This bid package includes the proposal, schedule of prices, standard terms and conditions, supplemental terms, specifications, mailing label and other information you need to prepare your bid. The pages of the document labeled "Bid response" must be typed or completed in ink, signed, and returned in a flat style envelope prior to the bid opening date and time. Please use the furnished mailing label, or indicate on your return bid by marking "Iowa Department of Transportation, proposal number & letting date" on the outside of the return envelope. The bidder may personally deliver, mail, or select a carrier that ensures timely delivery. Faxed bids will not be accepted.

If required, each bid must be accompanied by a proposal guaranty in an accepted form, in the sum indicated above. Refer to the Standard Terms and Conditions for the accepted forms in which the proposal guaranty requirement may be fulfilled. Bids lacking a required proposal guaranty will not be considered for award. If the contractor fails to enter into a formal contract within fifteen (15) days after award is made, the proposal guaranty may be retained by the State.

PROPOSAL STATEMENT

The entire contents of this Proposal, Addendums to the Proposal, Specifications, Supplemental Terms and Conditions, Standard Terms and Conditions, and Schedule of Prices shall become part of the contract.

We promise to enter into a contract within fifteen (15) days after award or forfeit the proposal guaranty furnished herewith.

We promise to furnish all materials, equipment and/or services specified, in the manner and the time prescribed, at prices hereinafter set out.

We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; and that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor.

We certify that all materials, equipment and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this proposal.

We promise to complete the contract within the contract period, or pay any liquidated damages, if stipulated, for each calendar day as set forth in the bid documents.

Signed: _____ Date: _____



Schedule Of Prices

Number	13023
Date Required	11/7/2014 1:00 PM

Title Live Auction Service for Disposal of Excess Property
 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	7 ca a]gg]c b'FU		
1	1	Percent	Live Auction Service for Disposal of Excess Property			
Comments:						Price
2	1	JOB	Minimum Fee required			
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
Bid Proposals/Contracts
-FORMAL-

The entire contents of this bid proposal shall become a part of a contract or purchase order. In case of a discrepancy between the contents of the bid documents, the following items listed by descending order shall prevail:

- Addendums to the bid proposal
- Bid Proposal-
 - Schedule of Prices
 - Specifications
 - Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

Formal is the procurement process required by Iowa law when the estimated, aggregate amount of the purchase equals or exceeds \$50,000.

(Example - if a statement in the specifications contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply)

Preparation of Bid Response: All bid responses must address all aspects of the proposal including clearly answering all questions within the proposal. Bid responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT.

Bid responses must be signed and received prior to the bid opening date and time as indicated on the Bid Response cover page or bid opportunity. The signed, submitted quotation or bidder's proposal shall become the official bid response to be considered for award.

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

A. Bid Proposal

1. **Bid Opening:** Bid openings are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Proposals received after the time of the bid opening will be returned unopened and considered non-compliant.
2. **Communications:** Questions concerning this proposal should be directed to the purchasing agent listed on the bid proposal. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication
3. **Proposal Guaranty:** If required, the bid response page will indicate the amount required to be included in the bid response. A Proposal Guaranty 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 proposal guaranty requirement. A properly completed and signed copy of the Proposal Guaranty (*Form 131084*) must accompany the bid. **The Iowa DOT's Proposal Guaranty form must be used; no other forms or formats will be accepted.**
4. **Pricing and Discount:** Unit prices shown on the bid/proposal shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the bid proposal. If there is a discrepancy between the unit bid prices, extension, or total amount of bid, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase. Discounts for early payment are allowed, but not considered in award of the contract.

5. **Acceptance/Rejection:** The Iowa DOT reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s). The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid. Bids must remain available for award for thirty (30) days from date of bid opening.
6. **Bid Results & Disclosure:** A bid tabulation will be sent to all responsive bidders with an award recommendation indicated. At the conclusion of the selection process, the contents of all received bid responses will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.
7. **Quality:** All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.
8. **Recycled Content:** The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. Recycled items or alternatives must be noted in the bid response, if known.
9. **Shipping Terms:** Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All deliveries charges shall be included in the bid price and paid by the Supplier. No collect C.O.D. deliveries shall be accepted. When entering into a contract, the Supplier shall notify the freight company that all freight and delivery charges are to be prepaid by the Supplier. Goods delivered to the Iowa DOT Distribution Center at 800 Lincoln Way, Ames, IA shall be received between the hours of 7:30 a.m. and 3:30 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to other Iowa DOT locations, the Supplier may contact the destination location for available times to deliver as not all Iowa DOT locations have the same business hours. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from contract or purchase order issues.

B. Award

The binding agreement (award) may be issued in the form a purchase order or contract or both depending on the requirements and complexity of the agreement.

1. **Method of Award:** Award shall be made to the lowest responsible, responsive bidder whose bid meets the requirements of the solicitation and is the most advantageous to the Iowa DOT unless otherwise specified. An Iowa bidder will be given preference over an out-of-state bidder when bid responses are equal in all aspects and are tied in price. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.
2. **Award Protests:** Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)"e" of the Iowa Administrative Code.
3. **Contracts:** Successful contractor(s) may be sent either a formal Contract, Notification of Award or purchase order as confirmation of acceptance and award. Any of these binding agreements shall be for the term stated in the bid proposal or on a purchase order and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement as defined. The successful bidder may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section.
4. **Payment Terms:** The Iowa DOT typically pays properly submitted vendor invoices within thirty (30) days of receipt, providing goods and/or services have been successfully delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT and must reference the purchase order number to be submitted for processing.
5. **Default:** 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.

C. General

1. **Administrative Rules:** For Additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.
3. **Applicable Law:** The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. Any legal action relating to a contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.
4. **Conflict of Interest:** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, See Code of Iowa 314.2
5. **Debarment and Vendor Suspension:** By submitting a proposal, the contractor is certifying that it and its Principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.
6. **Equal Opportunity:** Firms submitting bids must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.
7. **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.
8. **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.
9. **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 good or services or both.
10. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
11. **Termination:**
 - **Termination Due to Lack of Funds or Change in Law**

The Iowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the vendor as a result of any of the following:

 - Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under contract.
 - Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the Iowa DOT's sole discretion, are insufficient for any reason.
 - The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.
 - The Iowa DOT's duties are substantially modified.

Following a 30 day written notice, the Iowa DOT may terminate a binding agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Supplier. Following termination upon notice, the Supplier shall be entitled to compensation upon submission of invoices and proper proof of claim for goods and services under contract up to and including the date of termination.

Section 1 Introduction

1.1 Purpose & Overview of the RFP Process

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Bidders to provide the goods and/or services identified on the RFP cover sheet and described further in Section 3 of this RFP to the Iowa Department of Transportation (Iowa DOT). The Iowa DOT intends to award a contract(s) beginning and ending on the dates listed on the Procurement Timetable, and the Iowa DOT may extend the contract(s) for up to the number of annual extensions identified on the Procurement Timetable sheet at the sole discretion of the Iowa DOT. Any contract(s) resulting from the RFP shall not be an exclusive contract.

Bidders will be required to submit their responses in hardcopy and (a form of removable media (such as a CD-ROM or flash drive)). It is the intention of the Iowa DOT to evaluate proposals from all responsible Bidders that submit timely Responsive Bid Proposals, and award the contract(s) in accordance with Section 5, Evaluation and Selection.

1.2 Project Background

For information on the Project Background, see Section 3.1.

1.3 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.

1.3.1 “Bid Proposal” means the Bidder’s bid or proposal submitted in response to the RFP.

1.3.2 “Contract” or “Resulting Contract” means the contract(s) entered into with the successful Bidder(s) as described in section 6.1.

1.3.3 “Contractor” or “Bidder” means bidders submitting Bid Proposals in response to this RFP.

1.3.4 “Iowa DOT” means the Iowa Department of Transportation identified on the RFP cover sheet as issuer of the RFP. The Iowa DOT will also execute the Resulting Contract.

1.3.5 “Participating Agency” or “Participating Agencies” means the agency or agencies identified on the RFP cover sheet as Participating Agencies and any other agency that decides to utilize the Resulting Contract.

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

1.3.7 “Purchase Instrument” means the documentation issued by the State to the Successful 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 Successful Bidder 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.

1.3.8 “Responsible Bidder” means a Bidder that has the capability in all respects to perform the requirements of the Resulting Contract. In determining whether a Bidder is a Responsible 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.

1.3.9 "Responsive Bid Proposal" means a Bid Proposal that complies with the material provisions of this RFP.

1.3.10 "RFP" means this Request for Proposals and any attachments, exhibits, schedules or addenda hereto.

1.3.11 "State" means the Iowa DOT, State of Iowa, and Participating Agencies identified on the Declarations & Execution Page(s), and all state agencies, boards, and commissions, and any political subdivisions making purchases off of the Resulting Contract as permitted by this RFP.

1.4 Acronyms the following list contains acronyms used in the RFP.

Iowa DOT - Iowa Department of Transportation

ROW – Right of Way

Section 2 Administrative Information

2.1 Issuing Officer

The Issuing Officer, identified on the cover page is the sole point of contact regarding the RFP from the date of issuance until the notice of intent to award is issued (selection of the successful bidder).

2.2 Restriction on Communication

From the issue date of this RFP until the notice of intent to award is issued (announcement of the successful bidder), bidders may contact only the Issuing Officer.

The Issuing Officer will respond only to questions regarding the procurement process. Questions related to the interpretation of this RFP 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 RFP will not be accepted. Questions related to the interpretation of this RFP must be submitted as provided in section 2.5. Bidders may be disqualified if they contact any state employee other than the issuing officer. Exception: Bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses. See Section 2.32.

In NO CASE shall verbal communication override written communications. Only written communications are binding on the State. (See Attachment 4.)

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 RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP 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 proposal which must be submitted by Bidders in accordance with Sections 4 and 5 herein, communications between the purchasing officer and Bidders may be conducted by regular prepaid US mail, courier service, e-mail or facsimile transmission.

2.3 Downloading the RFP from the Internet

All addendums will be posted on the Department's home page at www.iowadotpurchasing.com. The bidder is advised to check the Iowa DOT's home page periodically for addendums to this RFP, particularly if the bidder downloaded the RFP from the Internet as the bidder may not automatically receive addendums. If the bidder received this RFP as a result of a written request to the Iowa DOT, the bidder will automatically receive addendums. It is the Bidder's sole responsibility to check daily for Addenda to posted documents.

Note: If you download the RFP from the internet, you must complete and return the Fax Back Sheet found on the Iowa DOT Purchasing website. (Link is listed in the above paragraph.) This sheet informs the purchasing officer of a downloaded version and once received by the Iowa DOT, the bidder is added to the plan holder list to ensure notice of addendums.

2.4 Procurement Timetable

The dates listed in the Procurement Timetable (on the page immediately following the RFP 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 RFP. 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 RFP. Bidders may also submit suggestions for changes to the requirements of this RFP. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the deadline stated in the Procurement Timetable (*on the page immediately following the RFP cover*). Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced.

Written responses to questions, requests for clarifications or suggestions will be sent on or before the deadline stated in the Procurement Timetable (*on the page immediately following the RFP cover*) to bidders who received RFP's. The Iowa DOT's written responses will be considered part of the RFP. If the Iowa DOT decides to adopt a suggestion, the Iowa DOT will issue an addendum to the RFP.

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 RFP.

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 successful 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 successful bidder.

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

2.6 Amendment to the RFP and Bidder Bid Proposal and Withdrawal of Bid Proposal

The Iowa DOT reserves the right to amend the RFP at any time. The bidder shall acknowledge receipt of an addendum in its proposal. If the amendment occurs after the closing date for receipt of bid proposals, the Iowa DOT may, in its sole discretion, allow bidders to amend their bid proposals in response to the Iowa DOT's amendment if necessary.

Amendment by Bidder

The bidder may amend its bid proposal. The amendment must be in writing, signed by the bidder and received by time set for the receipt of proposals. Electronic mail and faxed amendments will not be accepted.

Bidders who submit proposals in advance of the deadline may withdraw, modify, and resubmit proposals at any time prior to the deadline for submitting proposals. Bidders must notify the Issuing Officer in writing if they wish to withdraw their proposals. A Bidder shall not withdraw its Proposal 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 Proposals

The Department must receive the bid proposal at the Department of Transportation, Purchasing Section, 800 Lincoln Way, Ames, Iowa 50010 before the deadline stated in the Procurement Timetable (*on the page immediately following the RFP cover*). This is a

mandatory requirement and will not be waived by the Iowa DOT. Any bid proposal received after this deadline will be rejected and returned unopened to the bidder.

Bidders mailing bid proposals must allow ample mail delivery time to ensure timely receipt of their bid proposals. It is the bidder's responsibility to ensure that the bid proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the bid proposal. Electronic mail and faxed bid proposals will not be accepted.

Bidders must furnish all information necessary to evaluate the bid proposal. Bid proposals that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information provided by the bidder shall not be considered part of the bidder's proposal.

2.8 Bid Proposal Opening

The Iowa DOT will open bid proposals at the deadline stated in the Procurement Timetable (on the page immediately following the RFP cover). The bid proposals will remain confidential until the Evaluation Committee has reviewed all of the bid proposals submitted in response to this RFP and the Iowa DOT has announced a notice of intent to award a contract. See Iowa Code Section 72.3.

The names of the Bidders who submit proposals within the time frame permitted will be supplied to any person who requests such information after the proposal due date (opening). The announcement of names of Bidders who submitted a proposal **does not** mean that an individual proposal has been deemed technically compliant or that it has been accepted for evaluation.

2.9 Costs of Preparing the Bid Proposal

The costs of preparation and delivery of the bid proposal 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 RFP or any other associated costs.

2.10 Reasonable Accommodations

The Iowa DOT will provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. If accommodations are required at time of a bid opening, contact the issuing officer designated on the cover page.

2.11 Rejection of Bid Proposals

The Iowa DOT reserves the right to reject any or all bid proposals, in whole and in part, received in response to this RFP at any time prior to the execution of a written contract. Issuance of this RFP in no way constitutes a commitment by the Iowa DOT to award a contract. This RFP is designed to provide bidders with the information necessary to prepare a competitive bid proposal. This RFP 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 proposal.

The Iowa DOT reserves the right to negotiate the terms of the contract, including the award amount, with the selected Bidder prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Bidder, the Iowa DOT may negotiate a contract with the next highest scoring 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 fails to deliver the cost proposal in a separate envelope.

2.12.2 The bidder states that a requirement of the RFP cannot be met.

2.12.3 The Bidder's Bid Proposal materially changes a requirement of the RFP or the Bid Proposal is not compliant with the requirements of the RFP.

2.12.4 The bidder's response limits the rights of the Department.

2.12.5 The bidder fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.

2.12.6 The bidder fails to respond to the Department's request for information, documents, or references.

2.12.7 The bidder fails to include a proposal guaranty, also known as bid bond or bid security, *if required*. See Bid Response and Section 4.2.14.

2.12.8 The bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in section 4 of this RFP.

2.12.9 The bidder presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the requirements of this RFP.

2.12.10 The bidder initiates unauthorized contact regarding the RFP with state employees.

2.12.11 The bidder provides misleading or inaccurate responses.

2.12.12 The bidder fails to attend the mandatory Bidders Conference.

2.12.13 The bidder's Bid Proposal is materially unbalanced.

2.12.14 There is insufficient evidence (including evidence submitted by the bidder and evidence obtained by the Department from other sources) to satisfy the Department that the bidder is a Responsible Bidder.

2.12.15 The bidder alters the language in:

- Attachment 1, Certification Letter
- Attachment 2, Authorization to Release Information letter.

2.13 Nonmaterial and Material Variances

The Iowa DOT reserves the right to waive or permit cure of nonmaterial variances in the bid proposal 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 RFP; 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 RFP requirements or excuse the bidder from full compliance with RFP 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 proposal, to verify information contained in the bid proposal and to discuss the bidder's qualifications and the qualifications of any subcontractor identified in the bid proposal.

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 Bid Proposal, the bidder's financial stability, past or pending litigation, and publicly available information.

2.16 Verification of Bid Proposal Contents

The content of a bid proposal submitted by a bidder is subject to verification. Misleading or inaccurate responses shall result in disqualification and rejection of the bid proposal.

2.17 Criminal History and Background Investigation

The Bidder hereby explicitly authorizes the Department to conduct criminal history and/or other background investigation(s) of the Bidder, its officers, directors, shareholders, partners and managerial and supervisory personnel retained by the Bidder for the performance of the contract.

2.18 Bid Proposal Clarification Process

The Iowa DOT reserves the right to contact a bidder after the submission of bid proposals for the purpose of clarifying a bid proposal 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 proposal. The Iowa DOT will not consider information received if the information materially alters the content of the bid proposal 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 proposal as non-compliant.

2.19 Disposition of Bid Proposals

All proposals become the property of the Iowa DOT and shall not be returned to the bidder unless all bid proposals are rejected or the RFP is cancelled. In either event, bidders will be asked to send prepaid shipping instruments to the Iowa DOT for return of the bid proposals submitted. In the event the Iowa DOT does not receive shipping instruments, the Iowa DOT will destroy the bid proposals. Otherwise, at the conclusion of the selection process, the contents of all bid proposals 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.

2.20 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 selection process unless the bidder properly requests that information be treated as confidential at the time of submitting the bid proposal. The Iowa DOT release of information is governed by Iowa Code chapter 22. Bidders are encouraged to familiarize themselves with chapter 22 before submitting a proposal. The Iowa DOT will copy and produce public records as required to comply with the public records laws.

Any request for confidential treatment of specific information must be included in the transmittal letter with the bidder's Bid Proposal. In addition, the bidder must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and explain why disclosure is not in the best interest of the public. **Pricing information cannot be considered confidential information.** The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the bidder to respond to any inquiries by the Iowa DOT concerning the confidential status of the materials.

Any bid proposal submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Failure to properly identify specific confidential information shall relieve the Iowa DOT or State personnel from any responsibility if confidential information is viewed by the public, or a competitor, or is in any way accidentally released. Identification of the entire bid proposal as confidential may be deemed non-responsive and disqualify the bidder.

If the bidder designates any portion of the RFP as confidential, **the bidder must submit one copy of the bid proposal from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in section 4 of this RFP.** The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the bid proposal as possible.

The Iowa DOT will treat the information marked confidential as confidential information to the extent such information is determined confidential under Iowa Code Chapter 22 or other applicable law by a court of competent jurisdiction. In the event the Iowa DOT receives a request for information marked confidential, written notice shall be given to the bidder seven calendar days prior to the release of the information to allow the bidder to seek injunctive relief pursuant to Section 22.8 of the Iowa Code. The Iowa DOT will release the information marked confidential in response to a request for public record records unless a court of competent jurisdiction determines the information is confidential under Iowa Code Chapter 22 or other applicable law.

The bidder's failure to request confidential treatment of material will be deemed by the Iowa DOT as a waiver of any right to confidentiality, which the bidder may have had.

2.21 Copyrights

By submitting a bid proposal, the bidder agrees that the Iowa DOT may copy the bid proposal for purposes of facilitating the evaluation of the bid proposal or to respond to requests for public records. The bidder consents to such copying by submitting a bid proposal and warrants that such copying will not violate the rights of any third party. The Iowa DOT shall have the right to use ideas or adaptations of ideas that are presented in the bid proposals.

2.22 Release of Claims

By submitting a bid proposal, 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 RFP.

2.23 Evaluation of Bid Proposals Submitted

Bid proposals that are timely submitted and are not subject to disqualification will be reviewed in accordance with Section 5 of the RFP. The Iowa DOT will not necessarily award any contract resulting from this RFP to the bidder offering the lowest cost to the

Iowa DOT Instead, the Iowa DOT will award the contract to the compliant bidder whose proposal receives the most points in accordance with the evaluation criteria set forth in Section 5 of this RFP and subject to approval the Iowa DOT Director.

The evaluation and selection of a bidder will be based on; the information submitted in the proposal, references and required presentations and demonstrations. Bidders shall respond clearly and completely to all requirements within three (3) days upon request. Failure to respond completely may be the basis for rejecting a proposal. Bidders may supply removable media (CDROM or flash drive) or web site addresses to help demonstrate certain features of the proposal, to help clarify the written response to the proposal or to demonstrate new concepts.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.24 Award Notice and Acceptance Period

Notice of intent to award the contract(s) will be sent to all bidders submitting a timely bid proposal. 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 award the contract to the next highest ranked bidder the Iowa DOT believes will provide the best value to the State.

After notification of the intent to award is made, and under the supervision of Iowa DOT staff, copies of proposals will be available for public inspection. Proposals will be available between the hours of 7:30 a.m. to 4:00 p.m. at the Purchasing Section, 800 Lincoln Way, Ames, IA. Bidders are encouraged to make appointments to ensure that space is available for the review.

Proposals containing propriety information must have the specific information considered proprietary clearly marked. All information included in the proposal not indicated as proprietary will be open for inspection. All proposals become property of the Iowa DOT.

Bidder may request copies of proposal with the agreement in writing to the purchasing officer to reimburse the cost of \$0.21 per black and white copy, and \$0.82 per color page. If bidder desires all copies in black and white, this must be stated in request.

2.25 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.

2.26 Choice of Law and Forum

This RFP and the resulting contract are to be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the resulting contract. The successful bidder 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 this contract and which in any manner affect the work or its conduct. Successful Bidders are responsible for ascertaining pertinent legal requirements and restrictions.

Any and all litigation or actions commenced in connection with this RFP shall be brought in the appropriate Iowa forum. Any legal action relating to the contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.

2.27 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.

2.28 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.

2.29 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 RFP. 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 proposal.

2.30 News Releases

News releases or other materials made available to the media or the public, the Bidder's clients or potential clients pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of the Iowa DOT.

2.31 Targeted Small Business Program

The 1986 Iowa Legislature enacted legislation relating to procurement from Iowa Targeted Small Businesses. (Iowa Code, Chapter 73 and Iowa Administrative Code rules 820--[01,B] Chapter 2). It is hereby agreed that when entering into a contract with the State of Iowa, the bidder will take documented steps to encourage participation from TSB's for the purpose of subcontracting and supplying of materials.

A list of Targeted Small Business Contractors is available on the Internet at <https://dia.iowa.gov/tsb> and click on Search Targeted Small Businesses.

2.32 Bidders' Conference (Pre-Bid)

If the Procurement Timetable indicates a Bidders' conference will be held in conjunction with this RFP, it will be held at the date, time, and location listed on the Procurement Timetable immediately following the cover page. If attendance at the Bidders conference is a mandatory requirement to submit a proposal, it will be indicated on the Procurement Timetable. The purpose of the bidders' conference is to discuss with prospective bidders the work to be performed and allow prospective bidders an opportunity to ask questions regarding the RFP. Verbal discussions at the bidders' conference shall not be considered part of the RFP unless confirmed in writing by the Iowa DOT and incorporated into this RFP. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be sent to bidders who submit a letter of intent to bid.

2.33 Presentation

Bidders may be required to make a presentation of the Bid Proposal.

All Bidders submitting proposals may not have an opportunity to interview and/or present. The highest scoring Bidder(s) may be required to make oral presentations to supplement their proposals. The presentation may occur at the Iowa DOT offices or at the offices of the Bidder. The presentation, the location, order, and schedule is at the sole discretion of the Iowa DOT. The presentation may include slides, graphics and other media selected by the bidder to illustrate the bidder's bid proposal. The presentation shall not materially change the information contained in the bid proposal. The Iowa DOT will make every reasonable attempt to schedule each oral presentation at a date and time agreeable to the Bidder.

Bidder's key personnel will be required to participate in the presentation to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, their expertise and their management style. Only representatives of the State and the presenting Bidder will be permitted to attend the oral presentations.

The successful presentation of the Bidder's product(s) and/or service(s) does not constitute acceptance of award by the Iowa DOT. Any product(s), service(s) and/or expenses incurred furnished by the Bidder for the purposes of this presentation must be substantially identical in every respect to those that will be furnished if a contract results.

If a presentation is requested and has been completed, the State reserves the right to make a contract award without any further discussion with the potential Bidders regarding the proposals received.

Detailed notes of presentation may be recorded and supplemental information (such as briefing charts, et cetera) shall be accepted. Additional written information gathered in this manner shall not constitute replacement of proposal contents. The State reserves the right to record the interviews and/or presentation on audio or videotape.

Any cost(s) incidental for the interviews and/or presentations shall be the sole responsibility of the Bidder.

Section 3 Specifications and Technical Requirements

3.1 Overview

The Iowa DOT Property Management Section is responsible for sale & disposal of numerous Iowa DOT excess parcels at various locations around the state.

3.2 Project Background

The purpose of the RFP is to acquire a qualified bidder to provide live auction service for disposal of a large tract of farmland (\$3,696,000 appraised value) in Bremer County. Details on parcel are attached in Appendix A.

Bid Response Instructions

Bidders shall include the following documents in the bid response.

Bid Response - Page 3.

Schedule of Prices - Page 4.

Written Response to Bidder Responsibilities.

In addition to the Bid Response and Schedule of Prices, bidders shall submit a written response to the **Bidder Responsibilities** listed in the specifications. Additional information may be added by the bidder to each section to assist in clarification of the submitted response.

Responses must be in sufficient detail to permit an understanding and comprehensive evaluation of the bidder's response.

3.3 Specifications/Bidder Responsibilities

Mandatory Minimum Requirements (Provide detail information in your Work Plan for all items in Section 3.3)

- 3.3.1 Must be a Licensed Iowa Real Estate Broker.
- 3.3.2 Must have an active Trust Account for the receipt and disbursements of funds.
- 3.3.3 Must actively market the parcel listed above resulting in bringing together the buyer and seller.
- 3.3.4 Date of auction to be no later than January 15, 2015.
- 3.3.5 100% of proceeds must be received by DOT within 45 days of auction date.
- 3.3.6 Collect and hold all funds associated with the sale including the earnest deposit and final outstanding balance of the sale. A 10% earnest deposit required on day of sale.
- 3.3.7 Be able to provide both written and verbal instructions to the successful bidder that until such time that all funds are collected and deposited in the auctioneers trust account and the proceeds of the sale are forwarded to the Iowa DOT, the State Land Patent will not be tendered.
- 3.3.8 Provide timely reports for any outstanding funds due for the sale of a parcel.
- 3.3.9 Forward all checks and associated documents in person or by overnight mail.
- 3.3.10 Must be able to document and verify past auction results, both positive and negative.
- 3.3.11 Must be fully prepared to plan and execute a marketing plan for the specific parcel being offered for sale.

- 3.3.12 Must provide all services necessary for the successful conclusion of the auction sale for a specified rate of commission based on the gross sales amount and participate in the following activities.
- a. Attend in person pre-planning meetings to determine how the parcel should be packaged for sale at auction to best improve the positive results for the auction.
 - b. Advertise the auction on specified marketing sites and manage all inquiries generated from those sites.
 - c. Have the resources in place to advertise the auction through real estate multiple listing sites throughout the State of Iowa, the Midwest region and nationally as determined at the pre-planning meeting at the start of the auction process.
 - d. Place physical signage on the parcel to allow for recognition of information included on the sign from the highway right of way, at no additional costs to the Iowa DOT.
 - e. Provide the staff necessary to manage the auction process and complete the auction sale.
 - f. Personally attend and manage the sale.
- 3.3.13 The auctioneer must determine with concurrence by the Property Management section if "Letters of Credit" will be required.
- 3.3.14 Other duties as negotiated and specific to the sale.

Bidder'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:
 - *Comprehensive 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
• Pollution 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

3.4 DOT Responsibilities

- Iowa DOT Property Management Section will provide a project manager as a point of contact for this project after award has been made.

Section 4 Form and Content of RFP

4.1 Instructions

The following instructions prescribe the format and content of the Bid Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the proposal format may result in the rejection of the Bid Proposal.

It is the request of the Iowa DOT that the following section headings be used in the bidder responses to this RFP and that they be arranged in the order as listed in the proposal. The bidder should provide a table of contents and should label divider tabs. Responses must be in sufficient detail to permit an understanding and comprehensive evaluation of the bidder's bid.

4.1.1 The Bid Proposal shall be typewritten on 8.5" x 11" paper (one side only and bound securely) and sent in a sealed envelope.

4.1.2 The Bid Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Cost Proposal shall be in a separate sealed envelope. If multiple envelopes for each Bid Proposal are used, the envelopes shall be numbered in the following fashion: 1 of 4, 2 of 4, etc.

Example:

Technical Envelope(s) Contain(s):

Original Technical Proposal & Copies
Electronic copy of the Technical Proposal
Public Copy if submitted
Electronic Public Copy on same CD
if submitted

Cost Proposal Envelope Contains:

Original Cost Proposal & Copies
Electronic Copy of the Cost Proposal

The envelopes shall be labeled with the information found on the cover sheet:

***[RFP Title] [RFP Number]
[Issuing Officer's Name]
[Bidder's Name and Address]
Iowa Department of Transportation
800 Lincoln Way
Ames, Iowa 50010***

The Iowa DOT shall not be responsible for misdirected packages or premature opening of Bid Proposals if a Bid Proposal is not properly labeled.

4.1.3 One (1) original, one (1) removable media (example: CD or flash drive) each in a sealed envelope, **and** the additional number of copies of the Bidder Bid Proposal defined on the Procurement Timetable in the cover section, shall be timely submitted to the Issuing Officer.

4.1.4 If the Bidder designates any information in its Bid Proposal as confidential pursuant to Section 2.20, the Bidder must also submit one (1) copy of the Bid Proposal from which confidential information has been excised as provided in Section 2.20 marked "Public Copy".

4.1.5 Bid proposals shall not contain promotional or display materials.

4.1.6 Attachments shall be referenced in the Bid Proposal.

4.1.7 If a Bidder proposes more than one method of meeting these requirements, each shall be labeled and submitted separately. Each will be evaluated separately.

4.2 Technical Proposal

The following documents and responses shall be included in the Technical Proposal in the order given below:

4.2.1 Transmittal Letter (Required) An individual authorized to legally bind the Bidder shall sign the transmittal letter. The letter shall include the Bidder's mailing address, electronic mail address, fax number, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in accordance with the provisions of Section 2.21. In addition to the specific statutory basis supporting the request, an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address, electronic mail address and telephone number of the individual authorized to respond to the Iowa DOT about the confidential nature of the information.

4.2.2 Table of Contents The Bidder should include a table of contents of its Bid Proposal and submit the check list of submittals per Attachment # 5.

4.2.3 Executive Summary The Bidder shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

4.2.3.1 Statements that demonstrate that the Bidder has read, understands and agrees with the terms and conditions of the RFP including the contract provisions in Section 6.

4.2.3.2 A vision and mission statement for this program.

4.2.3.3 An overview of the Bidder's plans for complying with the requirements of this RFP. (Including project management approach).

4.2.3.4 A demonstration of the bidder's knowledge of requirements and its proposed approach for project needs.

4.2.3.5 Any other summary information the Bidder deems to be pertinent.

4.2.4 Specifications and Technical Requirements The Bidder shall answer whether or not it will comply with each requirement in Section 3 of the RFP. Where the context requires more than a yes or no answer or the RFP indicates, Bidder shall explain how it will comply with each requirement in Section 3. Merely repeating the requirements may be considered non-responsive and may disqualify the Bidder. Bid Proposals must identify any deviations from the requirements of this RFP or requirements the Bidder cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the Bidder cannot satisfy may disqualify the Bidder.

4.2.5 Bidder Background Information The Bidder shall provide the following general background information:

4.2.5.1 Name, address, telephone number, fax number and e-mail address of the Bidder including all d/b/a's or assumed names or other operating names of the Bidder.

4.2.5.2 Form of business entity, i.e., corporation, partnership, proprietorship, limited liability company.

4.2.5.3 State of incorporation, state of formation, or state of organization.

4.2.5.4 The location(s) (including address and telephone numbers) of the offices and other facilities that relate to the Bidder's performance under the terms of the RFP.

4.2.5.5 Local office address and phone number (if any).

4.2.5.6 Number of employees.

4.2.5.7 Type of business.

4.2.5.8 Name, address, e-mail address and telephone number of the Bidder's representative to contact regarding all contractual and technical matters concerning the Bid Proposal.

4.2.5.9 Name, address, e-mail address and telephone number of the Bidder's representative to contact regarding scheduling and other arrangements.

4.2.5.10 Name, contact information and qualifications of any sub-Contractors who will be involved with this project.

4.2.5.11 Bidder's accounting firm.

4.2.5.12 The successful Bidder will be required to register to do business in Iowa before payments can be made. For contractor registration documents, go to: <http://www.iowadotpurchasing.com>

4.2.6 Experience

The Bidder must provide the following information regarding its experience:

4.2.6.1 Number of years in business.

4.2.6.2 Number of years' experience with providing the types of goods and/or services sought by the RFP.

4.2.6.3 The level of technical experience in providing the types of goods and/or services sought by the RFP.

4.2.6.4 A list all of all goods and/or services similar to those sought by this RFP that the Bidder has provided to other businesses or governmental entities.

4.2.6.5 References from three (3) previous or current customers or clients knowledgeable of the Bidder's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person, e-mail address and telephone number for each reference.

4.2.7 Personnel

The Bidder must provide resumes for all key personnel who will be involved in providing the goods and/or services contemplated by this RFP.

The following information must be included in the resumes:

4.2.7.1 Full name.

4.2.7.2 Education.

4.2.7.3 Years of experience and employment history particularly as it relates to the requirements of the RFP.

4.2.8 Financial Information (short list by invitation only)

The Bidder may be asked to provide the following financial information:
Short listed contractors at the time of presentation, see Section 2.35.

4.2.8.1 Audited financial statements for the last 3 years. Privately held companies may substitute Credit reports.

4.2.8.2 A minimum of three (3) financial references. Privately held companies may substitute: Letters of Reference from the bank.

4.2.9 Terminations, Litigation, Debarment

The Bidder must provide the following information for the past five (5) years: (also see Attachment 1)

4.2.9.1 Has the Bidder had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.

4.2.9.2 Describe any damages or penalties assessed against or dispute resolution settlements entered into by the Bidder under any existing or past contracts for goods and/or services. Provide full details regarding the incident, including the dollar amount of damages, penalties and settlement payments.

4.2.9.3 Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.

4.2.9.4 A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party. The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid Proposal or in termination of any subsequent contract.

4.2.9.5 Any irregularities discovered in any of the accounts maintained by the Bidder on behalf of others, describe the circumstances and disposition of resolving the irregularities.

The above disclosures are a continuing requirement of the Bidder. The Bidder shall provide written notification to the Iowa DOT of any such matter commencing or occurring after submission of a Bid Proposal, and with respect to the successful Bidder, following execution of the Resulting Contract.

4.2.10 Certification Letter (Attachment 1)

The Bidder shall sign and submit with the Bid Proposal the document included as Attachment1 (Certification Letter) in which the Bidder shall make the certifications included in Attachment 1.

4.2.11 Acceptance of Terms and Conditions

The Bidder shall specifically agree that the Bid Proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. If the Bidder objects to any term or condition, the Bidder must specifically take exception per the RFP page and section and provide the reason for the objection. Objections or responses that materially alter the RFP may be deemed non-responsive and result in rejection of the Bid proposal.

4.2.12 Authorization to Release Information (Attachment 2)

The Bidder shall sign and submit with the Bid Proposal the document included as Attachment #2 (Authorization to Release Information Letter) in which the Bidder authorizes the release of information to the Iowa DOT.

4.2.13 Firm Bid Proposal Terms (Attachment 3)

The Bidder shall guarantee in writing the availability of the goods and/or services offered and that all Bid Proposal terms, including price, will remain firm a minimum of 180 days following the deadline for submitting Bid Proposals.

4.2.14 Proposal Guarantee, Bid Bond, Bid Proposal Security

If a Proposal Guarantee (Bid Bond, Bid Proposal Security) is required by this RFP, it will be indicated on the Bid Response sheet located in the "Cover Section" page 3.

The bidder shall submit a bid bond, certified or cashier's check made payable to the Iowa DOT in the amount specified on the Bid Response page. The proposal guaranty shall be in the form of a certified check or credit union certified share

draft, cashier's check, or bank draft drawn on a solvent bank or credit union. Certified checks or credit union certified share drafts shall bear an endorsement signed by a responsible official of such bank or credit union as to the amount certified. Cashier's checks or bank drafts shall be made payable either to the Contracting Authority or to the bidder and, where made payable to the bidder, shall contain an unqualified endorsement to the Contracting Authority signed by the bidder or his authorized agent.

Bid bond may be used for the proposal guaranty in lieu of that specified above. ***A bid bond must be submitted on Iowa Department of Transportation Form No. 131084 included in the packet or bid will be rejected.***

If the bidder elects to use a bond, a surety licensed to do business in Iowa on a form acceptable to the Iowa DOT must issue the bond.

The bid proposal security shall be forfeited if the bidder chosen to receive the contract withdraws its proposal after the Iowa DOT issues a Notice of Intent to Award, does not honor the terms offered in its proposal, or does not negotiate contract terms in good faith. Security submitted by bidders will be returned when the proposals expire, are rejected, or the Iowa DOT enters into a contract with the successful bidder, whichever is earliest.

The proposal guaranty of the qualified responsive low bidder will be retained until a contract is entered into and the required Bonds and Insurance Certificates filed. All other bid securities will be returned after the award has been made.

4.2.15 Work Plan

The bidder shall address each technical requirement in Section 3 of the RFP in detail and explain how it plans to approach each requirement. Proposals must be fully responsive to project requirements. Merely repeating the requirements will be considered non-responsive and may disqualify the bidder. Proposals must identify any deviations from the requirements of this RFP or requirements the bidder cannot satisfy. Any deviations from the requirements of the RFP or any requirement of the RFP that the bidder cannot satisfy may disqualify the bidder.

4.3 Schedule of Prices - Cost Proposal

The bidder shall provide a cost proposal for the proposed services in the **Schedule of Prices - Cost Proposal Form** located with the Purchasing Proposal at the ***beginning*** of the RFP packet. Use additional pages for the detail information requested. The amounts should exclude state and federal taxes except for taxes required to be withheld for employment purposes. The Iowa DOT is a tax exempt entity. **Cost proposal must be submitted in a separate envelope.**

Section 5 Evaluation and Selection

5.1 Introduction

This section describes the evaluation process that will be used to determine which Bid Proposal(s) provides the greatest benefit to the Iowa DOT and Participating Agencies. The Iowa DOT will not necessarily award any contract resulting from this RFP to the Bidder offering the lowest cost to the Iowa DOT and Participating Agencies. Instead, the Iowa DOT will award the contract to the responsible Bidder whose responsive bid proposal provides the best value to the Iowa DOT based on the evaluation criteria in Section 5.3 and 5.4.

5.2 Evaluation Committee

The Iowa DOT intends to conduct a comprehensive, fair, and impartial evaluation of Bid Proposals received in response to this RFP. The Iowa DOT will use an evaluation committee to review and evaluate the Bid Proposals. The Evaluation Committee shall consist of members with; special expertise in procurement of the product(s) and/or service(s) that are the subject of this RFP, knowledge of the Iowa DOT's requirements for these product(s) and/or service(s), or technical expertise in communications, or data processing. Bidders may not contact members of the evaluation team except at the Iowa DOT's request.

5.3 Overview of Evaluation

All Bid Proposals will be first evaluated to determine if they comply with the mandatory requirements of the RFP. To be deemed a Responsible Bidder and a Responsive Bid Proposal, the Bid Proposal must comply with the mandatory requirements. Failure to meet the mandatory requirements may result in the proposal being rejected. In the event that all Bidders do not meet the mandatory requirement, the Iowa DOT reserves the right to continue the evaluation of the proposals and to select the proposal most closely meeting the requirements specified in this RFP.

Proposals will be scored in accordance with the Evaluation Criteria Section 5.4.

Short-List: The proposals receiving the highest scores will be short-listed and may be requested to provide a presentation. The firms shall be provided with no less than one week's notice. Key members of the proposed team are required to be present at any oral presentation. Presentation shall be held in Ames, Iowa at a site(s) unless otherwise specified.

5.4 Evaluation Criteria

The proposal evaluation criteria shall be used by the Evaluation Committee for purpose of award. Items are not listed in any particular order of importance.

Statement of Work All required documents are included Proposal is clearly written/Grasp of Project Work plan is clear and addresses project schedules
Technical Expertise and Experience Knowledge and experience with providing auctions Responses to Section 3.3 of this RFP.
References
Cost Schedule of Prices

5.5 Recommendation of the Evaluation Committee

The final evaluation will be based on the criteria as listed in Section 5.4.

5.6 Protest of Award

Protest of award shall be made in accordance with the Iowa Administrative Code 761-20.4(6)"e".

Section 6 Contract Terms and Conditions

6.1 Contract Terms and Conditions

The Purchase Order that the Department expects to award as a result of this RFP will be based upon the Bid Proposal submitted by the successful Bidder and the RFP. The contract between the Department and the successful Bidder shall be a combination of the specifications, terms and conditions of the RFP, including the terms contained in the Department's attachment(s), the contract terms and conditions contained in this RFP, the offer of the Bidder contained in the Bid Proposal, written clarifications or changes made in accordance with the provisions of the RFP herein and any other terms deemed necessary by the Department, except that no objection or amendment by a Bidder to the RFP requirements shall be incorporated by reference into the Contract unless the Department has explicitly accepted the Bidder's objection or amendment in writing.

6.2 Payment

Costs for auction services will be deducted from the proceeds collected from the sale by the successful bidder and will be reported in the closing statement to the Iowa DOT.

The Iowa DOT will not pay any additional costs, altered from bid price, unless this has been approved by the Department, prior to work performed.

6.3 Travel Expenses

Travel expenses should be calculated in the total cost of the project and not listed separately.

Attachment # 1 - Certification Letter

Alterations to this document are prohibited (see Section 2.12.15)

Note: Effective Date follows signature of last page

Ms. Renee R. Shirley, Purchasing Director
Iowa Department of Transportation
Office of Finance
Purchasing Section
800 Lincoln Way
Ames, Iowa 50010

Re: PROPOSAL CERTIFICATIONS

Dear Ms. Shirley:

I certify that the contents of the Bid Proposal submitted on behalf of authorized Bidder Company name designated in response to Iowa Department of Transportation's Request for Proposal (RFP) designated on the cover page and specified following the signature line of this document are true and accurate. I also certify I have not knowingly made any false statements in its Bid Proposal as the representative for the Bidder.

Certification of Independence

I certify that I am a representative of the Bidder expressly authorized to make the following certifications on behalf of the Bidder. By submitting a Bid Proposal in response to the RFP, I certify on behalf of the Bidder the following:

1. The Bid Proposal has been developed independently, without consultation communication or agreement with any employee or consultant to the Iowa DOT or any Participating Agency, or with any person serving as a member of the evaluation committee.
2. The Bid Proposal has been developed independently, without consultation, communication or agreement with any other bidder or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid Proposal has not been and will not be knowingly disclosed directly or indirectly prior to the Iowa DOT's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by the Bidder to induce any other Bidder to submit or not to submit a Bid Proposal for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between the Bidder and the Iowa DOT or any Participating Agencies that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

6. I certify that, to the best of my knowledge, neither Bidder nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a three year period preceding this Bid Proposal been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for, or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Bid Proposal had one or more public transactions (federal, state, or local) terminated for cause. This certification is a material representation of fact upon which the Iowa DOT has relied upon when this transaction was entered into. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to other remedies available, the Iowa DOT may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

7. Pursuant to Iowa Code Sections 423.2(10) and 423.5(8) (2009) a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under Iowa Code chapter 423 on all sales of tangible personal property and enumerated services. Bidders are required to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Bid Proposal in response to (RFP), the Bidder certifies the following: (check the applicable box)

Bidder is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or

Bidder is not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) and (43).

Bidder also acknowledges that the Iowa Department of Transportation may declare the Bidder’s Bid Proposal or resulting contract void if the above certification is false. The Bidder also understands that fraudulent certification may result in the Iowa Department of Transportation or its representative filing for damages for breach of contract in addition to other remedies available to Iowa Department of Transportation.

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Bidder Organization]

[Date]

Request for Proposal Number: _____

Attachment #2 - Authorization to Release Information Letter

Alterations to this document are prohibited (see Section 2.12.15)

Note: Effective Date follows signature of last page

Ms. Renee R. Shirley, Purchasing Director
Iowa Department of Transportation
Office of Finance
Purchasing Section
800 Lincoln Way
Ames, Iowa 50010

Re: AUTHORIZATION TO RELEASE INFORMATION

Dear Ms. Shirley:

I certify that I am an authorized representative of the Bidder and hereby authorize the Iowa Department of Transportation or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Bidder in response to Request for Proposal Number (RFP) designated on the cover page and specified following the signature line of this document.

The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk. The Bidder hereby releases, acquits and forever discharges the State of Iowa, the Iowa DOT, Participating Agencies, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Iowa DOT or the Evaluation Committee in the evaluation and selection of a successful Bidder in response to the RFP.

The Bidder authorizes representatives of the Iowa DOT or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Bidder's Bid Proposal submitted in response to the RFP.

The Bidder further authorizes any and all persons, entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Bidder's Bid Proposal. The Bidder hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Bidder that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Iowa DOT or the Evaluation Committee in the evaluation and selection of a successful bidder in response to the RFP.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Bidder Organization] [Date]

Request for Proposal Number: _____

Attachment # 3

Ms. Renee R. Shirley, Purchasing Director
Iowa Department of Transportation
Office of Finance
Purchasing Section
800 Lincoln Way
Ames, Iowa 50010

Re: **Firm Prices**

Dear Ms. Shirley:

By submitting a proposal in response to Iowa Department of Transportation Request for Proposal Number listed below signature line, the undersigned certifies the following:

The Bidder shall guarantee in writing the availability of the services offered and that all bid proposal terms, including price, will remain firm a minimum of **180** days following the deadline for submitting proposals

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Bidder Organization] [Date]

Request for Proposal Number: _____

Attachment # 4

Ms. Renee R. Shirley, Purchasing Director
Iowa Department of Transportation
Office of Finance
Purchasing Section
800 Lincoln Way
Ames, Iowa 50010

Re: Acknowledgement that Proposal is not based on oral representations or statements

Dear Ms. Shirley:

By submitting a proposal in response to Iowa Department of Transportation Request for Proposal Number listed below signature line, the undersigned certifies the following:

1. The Bidder's proposal, including cost, is based solely on its own understanding of the requirements of the RFP based on the written contents of the RFP, and any written addenda and written clarifications provided to bidders during the procurement process by the purchasing officer.
2. The Bidder acknowledges and agrees that the Iowa DOT is not bound by any oral or written representations, statements, promises, agreements (formal or informal), or understandings (collectively Statements) which were made at any time prior to or during the procurement process by an elected official, officer, appointed official, employee, agent, representative or consultant which are NOT expressly incorporated into the RFP or included by written addenda or written clarifications during the procurement process and issued by the purchasing officer.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

[Signature of authorized representative]

[Print Name and Title]

[Printed Name of Bidder Organization]

[Date]

Request for Proposal Number: _____

Attachment # 5 Requirements Check List

Section	RFP REFERENCE	PAGE NUMBER IN BIDDER'S RESPONSE
Cover	Bid Response Sheet	
Cover/4.3	Schedule of Prices -Cost Proposal	<i>In separate sealed envelope w/original proposal.</i>
2.2/2.5	Acknowledgement that Proposal is not based on oral representations (Attachment 4)	
2.3/2.6	Bidder signed Addenda if issued. Posted on internet website: www.iowadotpurchasing.com	
3	Requirements	
4.1.3	One (1) Original hard copy (marked), and 1 Removable Media + 3 copies as specified (Procurement Timetable).	
4.1.4	One (1) Public Copy with Confidential Information Excised – If Applicable	
4.2.1	Transmittal Letter	
4.2.5	Background Information	
4.2.5.10	Subcontractors – if any	
4.2.6	Experience – Including 3 References	
4.2.7	Personnel	
4.2.9	Termination, Litigation, Debarment	
4.2.10	Certification Letter (Attachment 1)	
4.2.11	Acceptance of Terms and Conditions	
4.2.12	Authorization to Release Information (Attachment 2)	
4.2.13	Firm Bid Proposal Terms (Attachment 3)	

This page is supplied as a checklist and is not intended to be used as an all-inclusive bid proposal requirement

Bidder _____

SEALED BID

PROPOSAL NO: 13023

PROPOSAL DESCRIPTION:

Live Auction Service for Disposal of Excess Property

LETTING DATE: November 7, 2014

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

Bremer County Land Auction

Project Number: NHSN-63-7(44)—2R-09

Parcel Number: 88

1. 346.56 total acres/ 315.83 acres in row crop production.
2. All tenant leases have been cancelled as per Iowa Code.
3. Direct access to all parts of the parcel may not exist.
4. Parcel 88 is composed of five separate plats of survey.
5. The total parcel will be auctioned.
6. In consultation and with concurrence of Iowa Department of Transportation staff, the parcel may be split into any combination of the five separate tracts to maximize the sales price.
7. The appraised market value is \$3,696,000.00. The five tracts were not allocated for market value in the appraisal report.
8. Complete appraisal report will be available to the successful bidder.

GLOBAL APPRAISAL SERVICES
Real Estate Appraising and Consulting Services



**REAL PROPERTY APPRAISAL
OF
AGRICULTURE LAND**

PARCEL No. 88
PROJECT No. Project # NHSN-63-7(44)—2R-09
LOCATION In Sections 1 and 12-93-13
(Douglas Township) Bremer County, Iowa
OWNER OF RECORD State of Iowa
TYPE OF PROPERTY Agriculture -- unimproved farmland
EFFECTIVE DATE OF APPRAISAL August 22, 2013
DATE COMPLETED August 29, 2013



Looking NE over N side of Plat 4 parcel from U.S. 63.



Looking SE from NW corner of Plat 1 parcel from old U.S. 63.

PREPARED FOR
Iowa Department of Transportation
Engineering Bureau
Office of Right of Way
800 Lincoln Way
Ames, Iowa 50010

PREPARED BY
William R. Burkle
Iowa Certified General Real Property Appraiser
GLOBAL APPRAISAL SERVICES
752 Olive Avenue
Hampton, Iowa 50441
Phone No. [641] 456-4477

GLOBAL APPRAISAL SERVICES



752 Olive Avenue ♦ Hampton, Iowa 50441
Phone 641-456-4477 ♦ Fax 641-456-4477

August 29, 2013

Rick W. Skinner
Property Mgmt Production Coordinator
Iowa Depart. Of Transportation
Right of Way Office
800 Lincoln Way
Ames, Iowa 50010

RE: Appraisal of agriculture land
Location Bremer County
Project No. NHSN-63-7(44)—2R-09
Parcel No. 88
Contract No. 130701

Dear Mr. Skinner:

In accordance with your request I have completed an appraisal of the above referenced property for the purpose of estimating the *Market Value* of the “fee simple estate”, assuming the property to be for sale in the open market. I submit herewith the following, which ascertains my method of appraisal and contains some of the material gathered and considered in the preparation of the appraisal report.

Please be advised that I have personally viewed the property and obtained information about the property from an owner representative, the farm tenant, public records and other identifiable sources, and I believe to be reliable all data contained herein, which was furnished me by others.

The conclusions are subject to any extraordinary assumptions and special limiting conditions stated as well as all other assumptions and limiting conditions found on this and the following pages of the attached report.

After weighing the factors herein reported to the best of my knowledge and experience it is my opinion that as of *August 22, 2013*, the *Market Value* of the “fee simple interest” in the subject property is an estimated \$3,696,000.

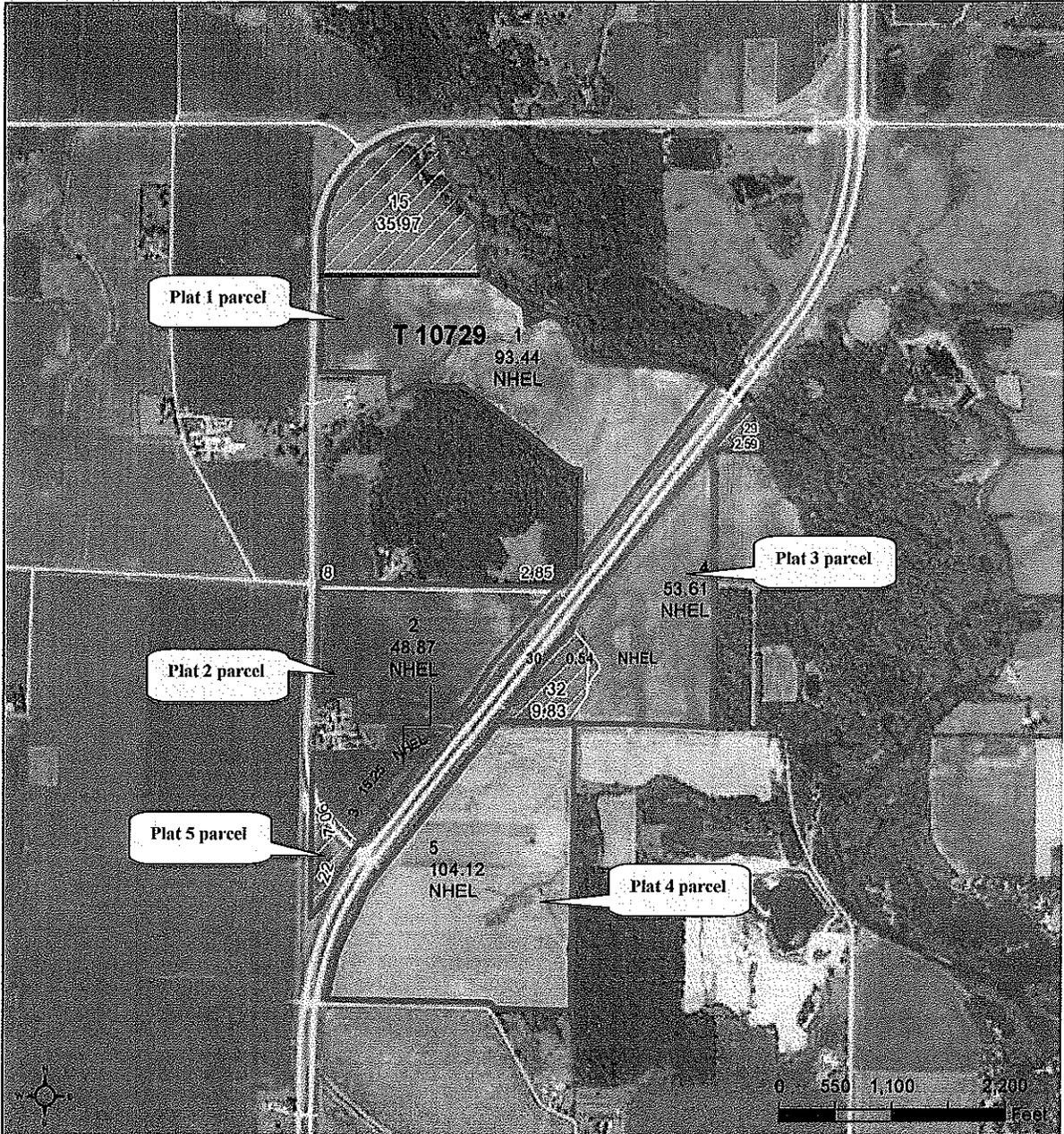
SUMMARY OF SALIENT FACTS

Intended Use	To assist the client in selling the property	
Intended User	Iowa Department of Transportation authorized personnel	
Purpose of Appraisal	Estimate Market Value	
Effective Date of Appraisal	August 22, 2013	
Date of physical inspection	August 22, 2013	
Completion date of appraisal report	August 29, 2013	
Interest Appraised	Fee Simple Estate	
Appraisal Premises	Value fee simple estate "as is"	
Property Location	Sections 1 and 12, Douglas Township, Bremer County, IA	
County Zoning	Agriculture District	
Flood Zone	Zone X and AE (See FEMA Map Exhibit on Page 19)	
Easements	None unusual	
Encroachments	None noted or apparent	
Special Assessments	None unusual noted	
Type of Property/Use	Agriculture/Row crop production	
Site size	346.56 acres total / 315.83 in row crop production	
Hazardous Substances	None apparent or noted.	
Building Improvements	None noted	
Highest and Best Use	Agriculture use – row crop production	
Value Indications	Cost Approach	N/A
	Income Capitalization Approach	N/A
	Sales Comparison Approach	\$3,696,000

Estimated Market Value as of August 22, 2013 is: **\$3,696,000.**

Bremer County USDA FSA aerial Map
Parcel No. 88 / 315.83 acres crop land
(Not to scale – illustration are approximations)

USDA FSA USDA Farm Service Agency
Bremer County, Iowa



Common Land Unit
Cropland // Non-cropland

2013 Program Year

USDA NRCS Bremer County Soil Survey Map

(Not to scale – illustration are approximations)



Soil View 2.7 - Total farm average			
Soil Type	Acres	Percent	Unit
178	8.80	2.7%	79
814B	8.76	2.7%	58
582C	8.16	2.5%	69
391B	10.90	3.4%	72
813B	17.72	5.5%	80
323B	2.49	0.8%	72
178B	8.33	2.6%	74
399	44.09	13.7%	91
395B	3.74	1.2%	89
471	24.70	7.7%	86
198B	18.25	5.7%	80
83B	0.71	0.2%	86
1586	0.73	0.2%	5
626	34.54	10.7%	67
398	23.49	7.3%	81
8175B	16.49	5.1%	55
84	6.19	1.9%	76
778	28.06	8.7%	74
582B	55.99	17.4%	84
Totals	322.14	100.0%	78.0

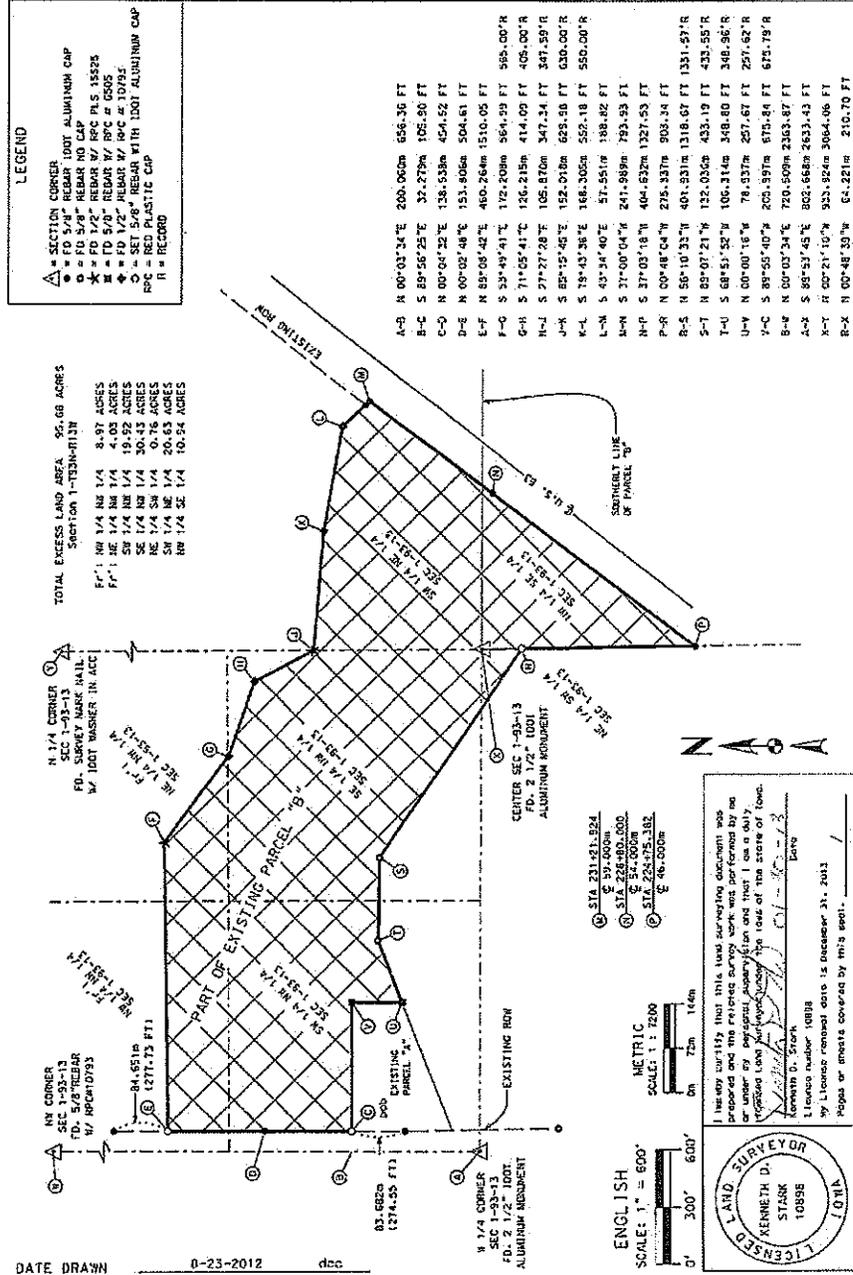
Farm CSR Average.

4-077

IOWA DEPARTMENT OF TRANSPORTATION
EXCESS LAND PLAT OF SURVEY
EXHIBIT "A" PLAT 1 OF 5



COUNTY BREMER STATE CONTROL NO. _____
PROJECT NO. NHSN-63-7(44)-2R-09 PARCEL NO. 88
SECTION 1 TOWNSHIP 93 N RANGE 13 W
ROW-FEE _____ AC EASE _____ AC EXCESS-FEE 95.68AC
ACQUIRED FROM LAVERN T. BUSSE, TRUSTEE OF THE LAVERN T. BUSSE REVOCABLE TRUST U/D/O 9/10/96; JEFFREY V. BUSSE AND MICHELE M. BUSSE



PLAT 1 LEGAL DESCRIPTION

NHSN-63-7(44)—2R-09 BREMER COUNTY, IOWA PARCEL 88
 LAVERN T. BUSSE, TRUSTEE OF THE LAVERN T. BUSSE REVOCABLE
 TRUST U/D/O 9/10/96; JEFFREY V. BUSSE AND MICHELE M. BUSSE
 EXCESS LAND PARCEL

A parcel of land located in part of Section 1, Township 93 North, Range 13 West of the 5th P.M., Bremer County, Iowa as shown on Excess Land Plat of Survey, Exhibit "A" Plat 1 of 5, attached hereto and by reference made a part hereof.

THE EXCESS LAND PARCEL IS DESCRIBED AS FOLLOWS:

Commencing at the West Quarter (W ¼) Corner of said Section 1; thence, on an assumed bearing, N 00°03'34"E 200.050 meters (656.36 feet), along the West line of the Northwest Quarter (NW ¼) of said Section 1; thence S 89°56'25"E 32.279 meters (105.90 feet) to the Easterly Right of Way line of former U.S. Highway 63, the point of beginning; thence N 00°04'32"E 138.538 meters (454.52 feet) along said Easterly Right of Way line; thence, continuing along said Easterly Right of Way line, N 00°02'48"E 153.806 meters (504.61 feet); thence N 89°08'42"E 460.264 meters (1510.05 feet); thence S 53°49'41"E 172.208 meters (564.99 feet) 565.00' Record; thence S 71°05'41"E 126.215 meters (414.09 feet) 405.00' Record; thence S 27°27'28"E 105.870 meters (347.34 feet) 347.59' Record; thence S 85°15'45"E 192.018 meters (629.98 feet) 630.00' Record; thence S 79°43'36"E 168.305 meters (552.18 feet) 550.00' record; thence S 43°34'40"E 57.551 meters (188.82 feet); thence S 37°00'04"W 241.989 meters (793.93 feet); thence S 37°03'18"W 404.632 meters (1327.53 feet) to the East line of the Southwest Quarter (SW ¼) of said Section 1; thence N 00°48'04"W 275.337 meters (903.34 feet) along said East line; thence N 56°10'33"W 401.931 meters (1318.67 feet) 1331.57' Record; thence N 89°07'21"W 132.036 meters (433.19 feet) 433.55' Record; thence S 68°51'52"W 106.314 meters (348.80 feet) 348.96' Record; thence N 00°00'16"W 78.537 meters (257.67 feet) 257.62' Record; thence S 89°55'40"W 205.997 meters (675.84 feet) 675.79' Record to the point of beginning. Said Parcel contains 95.68 acres.

FORM 634-077
6-75

IOWA DEPARTMENT OF TRANSPORTATION
EXCESS LAND PLAT OF SURVEY
EXHIBIT "A" PLAT 2 OF 5



COUNTY BREMER STATE CONTROL NO. _____
PROJECT NO. NHSN-63-7(44)-2R-09 PARCEL NO. 88
SECTION 1 & 12 TOWNSHIP 93 N RANGE 13 W
ROW-FEE _____ AC EASE _____ AC EXCESS-FEE 68.41 AC
ACQUIRED FROM LAVERN T. BUSSE, TRUSTEE OF THE LAVERN T. BUSSE REVOCABLE
TRUST U/D/O 9/10/96; JEFFREY V. BUSSE & MICHELE M. BUSSE

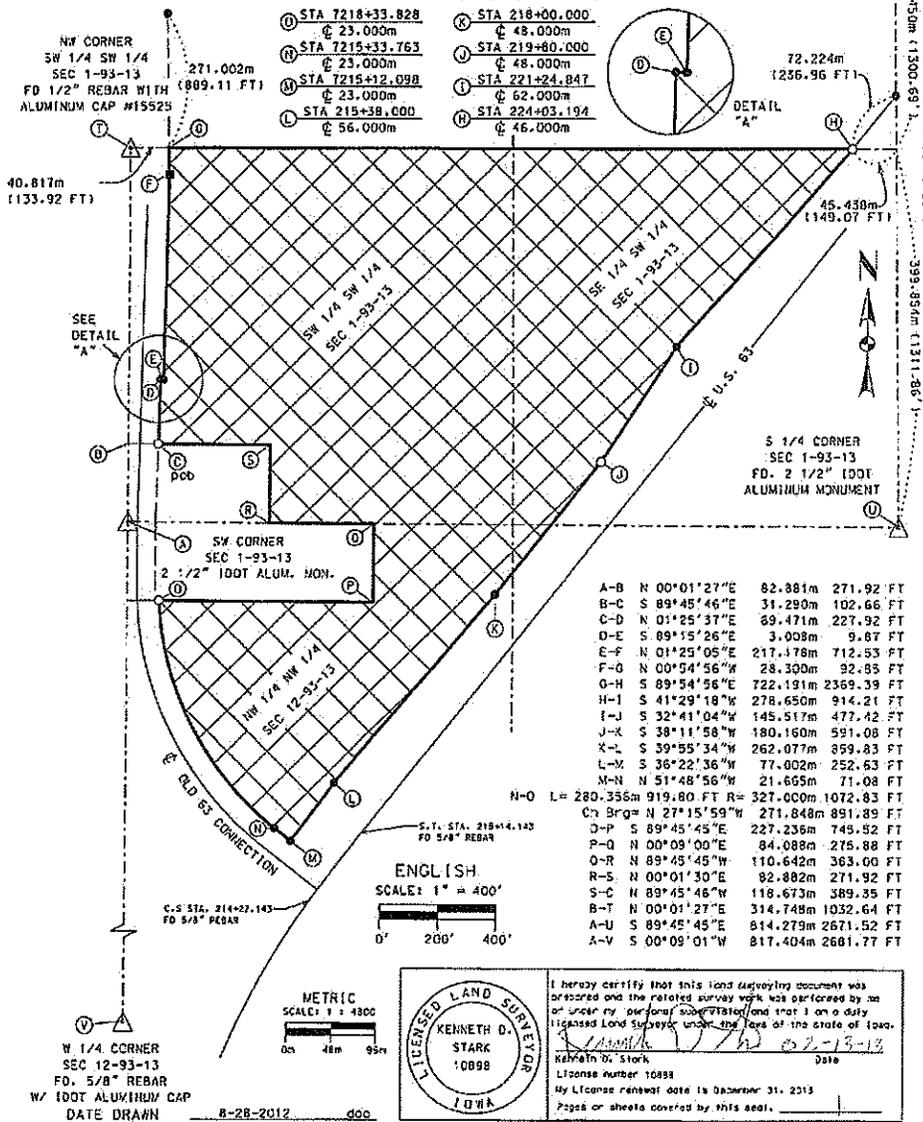
TOTAL EXCESS LAND AREA 68.41 ACRES

SW 1/4 SW 1/4 SEC 1-93-13 33.94 ACRES
SE 1/4 SW 1/4 SEC 1-93-13 18.86 ACRES
NW 1/4 NW 1/4 SEC 12-93-13 15.36 ACRES
NE 1/4 NW 1/4 SEC 12-93-13 0.25 ACRES

LEGEND

- △ = SECTION CORNER
- = FD 5/8" REBAR IDOT ALUMINUM CAP
- = FD ROW RAIL
- = SET 5/8" REBAR WITH IDOT ALUMINUM CAP

CENTER SEC 1-93-13
FD. 2 1/2" IDOT
ALUMINUM MONUMENT



PLAT 2 LEGAL DESCRIPTION

**NHSN-63-7(44)—2R-09 BREMER COUNTY, IOWA PARCEL 88
LAVERN T. BUSSE, TRUSTEE OF THE LAVERN T. BUSSE REVOCABLE
TRUST U/D/O 9/10/96; JEFFREY V. BUSSE AND MICHELE M. BUSSE
EXCESS LAND PARCEL**

A parcel of land located in part of Section 1, Township 93 North, Range 13 and in part of Section 12, Township 93 North, Range 13 West of the 5th P.M., Bremer County, Iowa as shown on Excess Land Plat of Survey, Exhibit "A" Plat 2 of 5, attached hereto and by reference made a part hereof.

THE EXCESS LAND PARCEL IS DESCRIBED AS FOLLOWS:

Commencing at the Southwest Corner of said Section 1; thence, on an assumed bearing, N 00°01'27"E 82.881 meters (271.92 feet), along the West line of the Southwest Quarter (SW ¼) of said Section 1; thence S 89°45'46"E 31.290 meters (102.66 feet) to the Easterly Right of Way line of former U.S. Highway 63, the point of beginning; thence N 01°25'37"E 69.471 meters (227.92 feet) along said Easterly Right of Way line; thence, continuing along said Easterly Right of Way line, S 89°15'26"E 3.008 meters (9.87 feet); thence, continuing along said Easterly Right of Way line, N 01°25'05"E 217.178 meters (712.53 feet); thence, continuing along said Easterly Right of Way line, N 00°54'56"W 28.300 meters (92.85 feet) to the North line of the Southwest Quarter of said Section 12; thence S 89°54'56"E 722.191 meters (2369.39 feet) along said North line; thence S 41°29'18"W 278.650 meters (914.21 feet); thence S 32°41'04"W 145.517 meters (477.42 feet); thence S 38°11'58"W 180.160 meters (591.08 feet); thence S 39°55'34"W 262.077 meters (859.83 feet); thence S 36°22'36"W 77.002 meters (252.63 feet); thence N 51°48'56"W 21.665 meters (71.08 feet); thence Northwesteily 280.356 meters (919.80 feet) along a 327.000 meters (1072.83 foot) radius curve, concave Northeasterly and having a Chord Bearing of N 27°15'59"W 271.848 meters (891.89 feet) to the South line of the North 275.88 feet of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of said Section 12; thence S 89°45'45"E 227.236 meters (745.52 feet) along said South line to the East line of the West 855 feet of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of said Section 12; thence N 00°09'00"E 84.088 meters (275.88 feet) to the South Line of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of said Section 1; thence N 89°45'45"W 110.642 meters (363.00 feet) to the East line of the West 492 feet of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of said Section 1; thence N 00°01'30"E 82.882 meters (271.92 feet) along said East line to the North line of the South 271.92 feet of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of said Section 1; thence N 89°45'46"W 118.673 meters (389.35 feet) along said North line to the point of beginning. Said Parcel contains 68.41 acres.

Appendix A

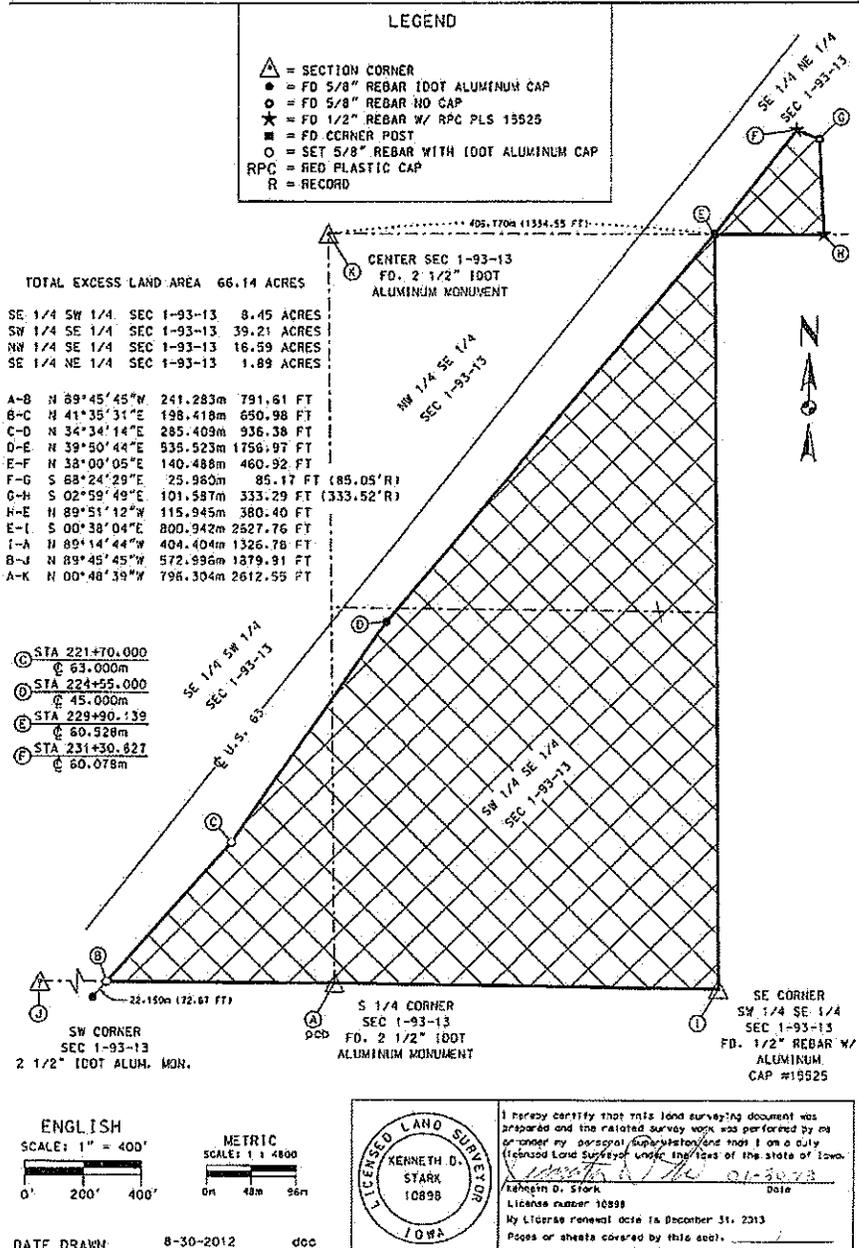
Bremer County
Project # NHSN-63-7(44)-2R-09
Parcel # 88

14-017

IOWA DEPARTMENT OF TRANSPORTATION
EXCESS LAND PLAT OF SURVEY
EXHIBIT "A" PLAT 3 OF 5



COUNTY BREMER STATE CONTROL NO. _____
PROJECT NO. NHSN-63-7(44)-2R-09 PARCEL NO. 88
SECTION 1 TOWNSHIP 93 N RANGE 13 W
ROW-FEE _____ AC EXCESS-FEE 66.14 AC
ACQUIRED FROM LAVERN T. BUSSE, TRUSTEE OF THE LAVERN T. BUSSE REVOCABLE TRUST U/D/O 9/10/96; JEFFREY V. BUSSE AND MICHELE M. BUSSE



PLAT 3 LEGAL DESCRIPTION

**NHSN-63-7(44)—2R-09 BREMER COUNTY, IOWA PARCEL 88
LAVERN T. BUSSE, TRUSTEE OF THE LAVERN T. BUSSE REVOCABLE
TRUST U/D/O 9/10/96; JEFFREY V. BUSSE AND MICHELE M. BUSSE
EXCESS LAND PARCEL**

A parcel of land located in part of Section 1, Township 93 North, Range 13 West of the 5th P.M., Bremer County, Iowa as shown on Excess Land Plat of Survey, Exhibit "A" Plat 3 of 5, attached hereto and by reference made a part hereof.

THE EXCESS LAND PARCEL IS DESCRIBED AS FOLLOWS:

Beginning at the South Quarter (S ¼) Corner of said Section 1; thence, on an assumed bearing, N 89°45'45"W 241.283 meters (791.61 feet), along the South line of the Southwest Quarter (SW ¼) of said Section 1; thence N 41°35'31"E 198.418 meters (650.98 feet); thence N 34°34'14"E 285.409 meters (936.38 feet); thence N 39°50'44"E 535.523 meters (1756.97 feet); thence N 38°00'05"E 140.488 meters (460.92 feet); thence S 68°24'29"E 25.960 meters (85.17 feet) 85.05' Record; thence S 02°59'49"E 101.587 meters (333.29 feet) 333.52' Record to the South line of the Northeast Quarter of said Section 1; thence N 89°51'12"W 115.945 meters (380.40 feet) along said South line; thence S 00°38'04"E 800.942 meters (2627.76 feet) to the Southeast Corner of the Southwest Quarter (SW ¼) of the Southeast Quarter (SE ¼) of said Section 1; thence N 89°14'44"W 404.404 meters (1326.78 feet) along the South line of the Southeast Quarter of said Section 1 to the point of beginning. Said Parcel contains 66.14 acres.

Appendix A

Bremer County
 Project # NHSN-63-7(44)-2R-09
 Parcel # 88

134-077

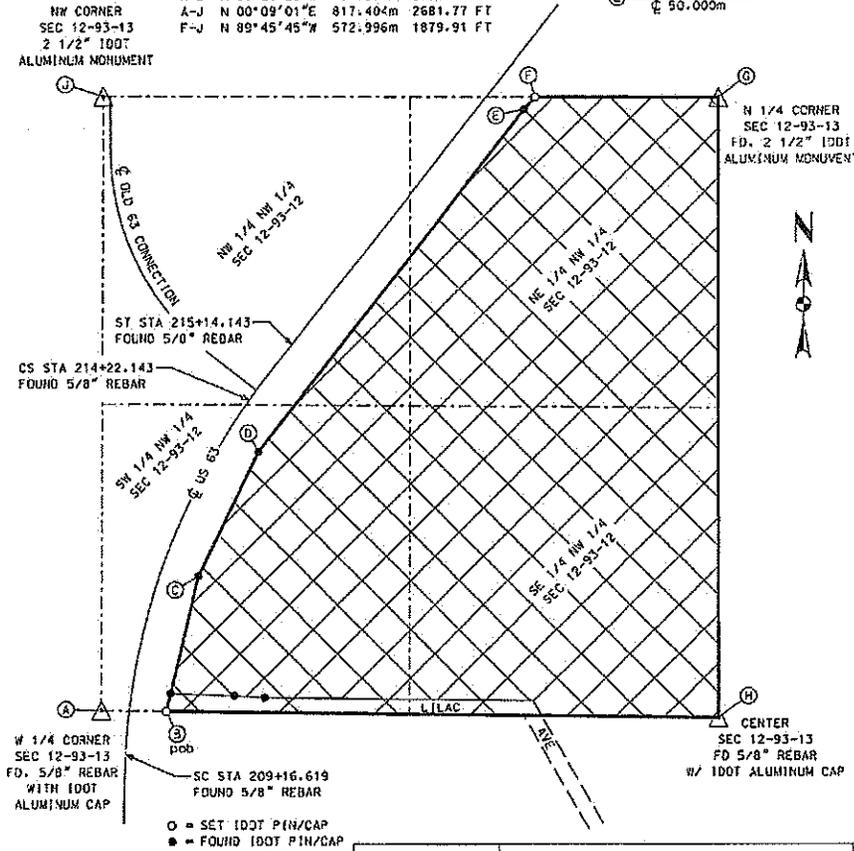
IOWA DEPARTMENT OF TRANSPORTATION
 EXCESS LAND PLAT OF SURVEY
 EXHIBIT "A" PLAT 4 OF 5



COUNTY BREMER STATE CONTROL NO. _____
 PROJECT NO. NHSN-63-7(44)-2R-09 PARCEL NO. 88
 SECTION 12 TOWNSHIP 93 N RANGE 13 W
 ROW-FEE _____ AC EASE _____ AC EXCESS-FEE 108.40 AC
 ACQUIRED FROM LAVERN T. BUSSE, TRUSTEE OF THE LAVERN T. BUSSE REVOCABLE TRUST U/D/O 9/10/96; JEFFREY V. BUSSE AND MICHELE M. BUSSE

TOTAL EXCESS LAND AREA 108.40 ACRES (INCLUDES 2.52 A LILAC AVE. ROW)
 NW 1/4 NW 1/4 SEC 12-93-13 3.75 ACRES
 NE 1/4 NW 1/4 SEC 12-93-13 37.09 ACRES
 SE 1/4 NW 1/4 SEC 12-93-13 41.49 ACRES (INCLUDES 0.85 A LILAC AVE. ROW)
 SW 1/4 NW 1/4 SEC 12-93-13 26.07 ACRES (INCLUDES 1.67 A LILAC AVE. ROW)

A-B	S 89°20'23"E	86.686m	284.40 FT	④	STA 209+79.592
B-C	N 13°16'35"E	184.321m	604.73 FT	④	± 49.000m
C-D	N 25°25'41"E	184.118m	604.06 FT	④	STA 211+75.000
D-E	N 37°49'46"E	574.525m	1884.92 FT	④	± 49.000m
E-F	N 41°35'31"E	22.150m	72.67 FT	④	STA 213+70.000
F-O	S 89°45'45"E	241.283m	791.61 FT	④	± 48.000m
O-H	S 00°06'42"E	823.457m	2701.63 FT	④	STA 219+50.000
H-B	N 89°20'23"W	731.387m	2399.56 FT	④	± 50.000m
A-J	N 00°09'01"E	817.404m	2681.77 FT		
F-J	N 89°45'45"W	572.996m	1879.91 FT		



ENGLISH SCALE: 1" = 500'
 METRIC SCALE: 1" = 6000'
 DATE DRAWN: 9-07-2012 ddc



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my personal supervision and that I am a duly licensed Land Surveyor under the laws of the state of Iowa.
 Kenneth D. Stark Date: 09-30-13
 License number 10898
 My license renewal date is December 31, 2013
 Pages or sheets covered by this sheet: 1

PLAT 4 LEGAL DESCRIPTION

**NHSN-63-7(44)—2R-09 BREMER COUNTY, IOWA PARCEL 88
LAVERN T. BUSSE, TRUSTEE OF THE LAVERN T. BUSSE REVOCABLE
TRUST U/D/O 9/10/96; JEFFREY V. BUSSE AND MICHELE M. BUSSE
EXCESS LAND PARCEL**

A parcel of land located in part of Section 12, Township 93 North, Range 13 West of the 5th P.M., Bremer County, Iowa as shown on Excess Land Plat of Survey, Exhibit "A" Plat 4 of 5, attached hereto and by reference made a part hereof.

THE EXCESS LAND PARCEL IS DESCRIBED AS FOLLOWS:

Commencing at the West Quarter (W ¼) Corner of said Section 12; thence, on an assumed bearing, S 89°20'23"E 86.686 meters (284.40 feet), along the South line of the Northwest Quarter (NW ¼) of said Section 12 to the point of beginning; thence N 13°16'35"E 184.321 meters (604.73 feet); thence N 25°25'41"E 184.118 meters (604.06 feet); thence N 37°49'46"E 574.525 meters (1884.92 feet); thence N 41°35'31"E 22.150 meters (72.67 feet) to the North line of the Northwest Quarter of said Section 12; thence S 89°45'45"E 241.283 meters (791.61 feet) along said North line to the North Quarter (N ¼) Corner of said Section 12; thence S 00°06'42"E 823.457 meters (2701.63 feet) along the East line of the Northwest Quarter (NW ¼) of said Section 12 to the Center of said Section 12; thence N 89°20'23"W 731.387 meters (2399.56 feet) along the South line of the Northwest Quarter (NW ¼) of said Section 12 to the point of beginning. Said Parcel contains 108.40 acres, including 2.52 acres County Right of Way Easement (Lilac Ave.).

PLAT 5 LEGAL DESCRIPTION

**NHSN-63-7(44)—2R-09 BREMER COUNTY, IOWA PARCEL 88
LAVERN T. BUSSE, TRUSTEE OF THE LAVERN T. BUSSE REVOCABLE
TRUST U/D/O 9/10/96; JEFFREY V. BUSSE AND MICHELE M. BUSSE
EXCESS LAND PARCEL**

A parcel of land located in part of the Northwest Quarter (NW ¼) of Section 12, Township 93 North, Range 13 West of the 5th P.M., Bremer County, Iowa as shown on Excess Land Plat of Survey, Exhibit "A" Plat 5 of 5, attached hereto and by reference made a part hereof.

THE EXCESS LAND PARCEL IS DESCRIBED AS FOLLOWS:

Commencing at the West Quarter (W ¼) Corner of said Section 12; thence, on an assumed bearing, N 00°09'01"E 107.120 meters (351.44 feet), along the West line of the Northwest Quarter (NW ¼) of said Section 12 to the point of beginning; thence N 15°12'14"E 112.677 meters (369.67 feet); thence N 23°58'06"E 143.475 meters (470.72 feet); thence N 33°08'28"E 112.511 meters (369.13 feet); thence N 52°02'42"W 23.154 meters (75.96 feet); thence, Northwesterly 239.426 meters (785.52 feet) along a 373.000 meter (1223.75 foot) radius curve, Concave Northeasterly and having a Chord Bearing of N 33°25'57"W 235.337 meters (772.10 feet) to the said West line of the Northwest Quarter; thence S 00°09'01"W 544.685 meters (1787.02 feet) along said West line to the point of beginning. Said Parcel contains 7.93 acres.

Subject Property Photos



Looking NE from near SE corner of Plat 4 parcel from Lilac St.



Looking NW from near SE corner of Plat 4 parcel from Lilac St.



Looking NE over N side of Plat 4 parcel from U.S. 63.



Looking SE over S side of Plat 4 parcel from U.S. 63.



Looking E from NW corner of Plat 3 parcel from U.S. 63.



Looking SE at NW corner of Plat 3 parcel from U.S. Hwy 63.

Subject Property Photos



Looking SE from NW corner of Plat 1 parcel from old U.S. 63.



Looking SE from NW corner of Plat 1 parcel from old U.S. 63.



Looking NW from New U.S. Hwy 63 at NE side of Plat 2 parcel from near center.



Looking SW from New U.S. Hwy 63 at SE side of Plat 2 parcel from near center.



Looking S from NW corner of Plat 5 parcel.



Looking N from SW corner of Plat 5 parcel.

HIGHEST AND BEST USE ANALYSIS

Definition: Highest and Best Use is defined as the utilization of a property to its best and most profitable use. It is that use, chosen from among the reasonably probable and financially feasible alternative uses, which is found to be physically practical, legally acceptable and which results in the highest present value, as defined, as of the effective date of the appraisal.

The definition immediately applies specifically to the highest and best use of the land. It is to be recognized that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing value.

Analysis of the Subject Property

The subject parcels comprises a total of 346.56 acres with an estimated 315.83 in row crop production and 9.83 acres of fallow land (the borrow site), which could be brought back into row crop production. The balance of the acreage is considered to be in public road ROW and waste land, not feasible or practical to put into production. Zoning is Agriculture District. There presently is and has been for sometime steady to strong demand to buy and/or lease agriculture land for row crop production in the subject's competitive market. Row crop production would generate the greatest return to the land at this time. The adjacent land to the south and west, owned by others, is in row crop production. The land to the east is mostly in native timber along the river. There is a rock quarry about one-quarter mile east of the south 1/3 of the subject property.

There has been no notable recent residential, commercial or industrial activity in the immediate subject neighborhood. There currently is no commercial, industrial, or residential development moving in the direction of the subject property and it is not anticipated in the foreseeable future that there will be. Therefore, the subject's value presently is not notably influenced by land uses other than agriculture uses.

The subject property is not known to have been analyzed or inventoried for oil, gas, or mineral content. The only known attempts to develop minerals in the area are for lime rock, crushed rock and/or gravel production. The supply of these types of aggregates currently meets or exceeds demand. Therefore, any possible oil, gas or mineral content value of the property being appraised is not considered to influence present value.

Based on the foregoing analysis and conclusions it is the appraiser's opinion that as of the effective date of the appraisal the highest and best use of the property would be for continued agricultural uses – most likely for row crop production.