

Date Bids Due 1/21/2015		Time of Bid Opening 1:00 PM	Bid Opening Location Purchasing, Ames, IA	
Proposal Number 13446	Description Weed Control Products			
Contract to Begin 3/2/2015	Date of Completion 12/31/2015	Proposal Guaranty Amount \$0.00		Liquidated Damages \$0.00
Purchasing Agent Rhonda Ruark	E-Mail Address rhonda.ruark@dot.iowa.gov	Phone 515-239-1285	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:** _____



**Iowa Department of Transportation
Standard Terms and Conditions For
Bid Proposals/Contracts
-FORMAL-**

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

The entire contents of this 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

(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. Bid responses 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 Guarantee:** If required, the bid response page will indicate the amount required to be included in the bid response. A Proposal Guarantee 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 guarantee requirement. A properly completed and signed copy of the Proposal Guarantee (*Form 131084*) must accompany the bid. **The Iowa DOT's Proposal Guarantee form must be used; no other forms or formats will be accepted.**
4. **Pricing and Discount:** Unit prices shown on the bid/response 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:** Bid tabulations will be posted on the DOT website at www.iowadot.gov/purchasing under the *Bid Award* link referencing the proposal number with an award recommendation indicated. At the conclusion of the selection process, the contents of all received 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 delivery 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. A service contract, including all optional renewals, shall not exceed a term of six years unless a state agency obtains a waiver of this provision pursuant to rule 11-11B.16 (8A).
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.
6. **Default:** Failure of a Contractor other than a Supplier to meet any specified project completion deadline shall render the Contractor liable for all costs incurred by DOT that were: a) necessary to meet said deadline; or b) necessary to complete said project after said deadline. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the agreement.

C. General

1. **Administrative Rules:** For Additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor 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.



Schedule Of Prices

Number	13446
Date Required	01/21/2015 1:00 PM

Title Weed Control Products
 Delivery Location
 Shipping Terms FOB Destination/Freight Prepaid

Vendor
 PA Name Rhonda J Ruark
 Phone 515-239-1285
 E-Mail rhonda.ruark@dot.iowa.gov

Description *NOTICE OF PROCESS CHANGE*

All correspondence, documents, addendums or other pertinent information will be posted on the Iowa DOT purchasing website for all formal bid opportunities at: www.iowadot.gov/purchasing <<http://www.iowadot.gov/purchasing>>.

Bidders will be required to visit this website periodically for all updates. This information will no longer be sent to respective bidders once the bid proposal has been posted.

If an addendum is added to the proposal the document must be signed and submitted or may subject the Bidder to disqualification. If a bid response has already been submitted, an addendum shall be signed and emailed or faxed to the Purchasing Section prior to the scheduled letting date.

Product Availability Days: _____

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	36	CASE	ARSENAL POWERLINE HERBICIDE OR EQUIVALENT 2.5 GAL (2/CASE) OTHER PRE-APPROVED PRODUCTS: NU FARM POLARIS PRODUCT FORMALLY KNOWN AS ARSENAL HERBICIDE SPECIFY PRODUCT BID _____ (Note: To submit an EQUIVALENT PRODUCT for consideration, bidder MUST SUBMIT Bidders Request for Alternatives or Exceptions Form with the product label and MSDS/SDS attached.)			
Comments:						
2	9	CASE	CONFRONT HERBICIDE OR EQUIVALENT 1 GAL (4/CASE) SPECIFY PRODUCT BID _____ (Note: To submit an EQUIVALENT PRODUCT for consideration, bidder MUST SUBMIT Bidders Request for Alternatives or Exceptions Form with the product label and MSDS/SDS attached.)			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
3	4	CASE	EDICT 2 SC IVM HERBICIDE OR EQUIVALENT 1 QT (8/CASE) SPECIFY PRODUCT BID <hr/> (Note: To submit an EQUIVALENT PRODUCT for consideration, bidder MUST SUBMIT Bidders Request for Alternatives or Exceptions Form with the product label and MSDS/SDS attached.)			
Comments:						
4	33	CASE	ESCORT XP HERBICIDE OR EQUIVALENT OTHER PRE-APPROVED PRODUCTS: METGARD 60 DF HERBICIDE, PRODUCT FORMALLY KNOWN AS DUPONT ESCORT DF HERBICIDE METCEL VMF Case quantity must equal 128 oz; either eight 16 oz or sixteen 8 oz containers are acceptable. SPECIFY PRODUCT BID <hr/> (Note: To submit an EQUIVALENT PRODUCT for consideration, bidder MUST SUBMIT Bidders Request for Alternatives or Exceptions Form with the product label and MSDS/SDS attached.)			
Comments:						
5	12	CASE	GARLON 3A 2.5 GAL (2/CASE) No Substitutions			
Comments:						
6	163	CASE	GARLON 4 ULTRA 2.5 GAL (2/CASE) No Substitutions			
Comments:						
7	29	CASE	PRODUCT FORMALLY KNOWN AS HABITAT HERBICIDE OR EQUIVALENT 2.5 GAL (2/CASE) OTHER PRE-APPROVED PRODUCTS: NuFarm Polaris Must be labeled for aquatic sites. SPECIFY PRODUCT BID <hr/> (Note: To submit an EQUIVALENT PRODUCT for consideration, bidder MUST SUBMIT Bidders Request for Alternatives or Exceptions Form with the product label and MSDS/SDS attached.)			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
8	58	CASE	MILESTONE OR EQUIVALENT 2.5 GAL (2/CASE) OTHER PRE-APPROVED PRODUCTS: Milestone VM SPECIFY PRODUCT BID <hr/> (Note: To submit an EQUIVALENT PRODUCT for consideration, bidder MUST SUBMIT Bidders Request for Alternatives or Exceptions Form with the product label and MSDS/SDS attached.)			
Comments:						
9	43	CASE	PATHFINDER II 2.5 GAL (2/CASE) No Substitutions			
Comments:						
10	10	CASE	PATHWAY 2.5 GAL (2/CASE) No Substitutions			
Comments:						
11	5	CASE	PENDULUM AQUA CAP HERBICIDE 2.5 GAL (2/CASE) No Substitutions			
Comments:						
12	4	CON	PERSPECTIVE 5 LB. CONTAINER No Substitutions			
Comments:						
13	3	CASE	PLATEAU HERBICIDE OR EQUIVALENT 1 GAL (2/CASE) SPECIFY PRODUCT BID <hr/> (Note: To submit an EQUIVALENT PRODUCT for consideration, bidder MUST SUBMIT Bidders Request for Alternatives or Exceptions Form with the product label and MSDS/SDS attached.)			
Comments:						
14	23	CASE	POWER ZONE BROADLEAF HERBICIDE FOR TURF 2.5 GAL (2/CASE) No Substitutions			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
15	13	CASE	RODEO OR EQUIVALENT 2.5 GAL (2/CASE) OTHER PRE-APPROVED PRODUCTS: RIVERDALE AQUA NEAT AQUATIC HERBICIDE Must be labeled for aquatic sites. Acid equivalency equal to 4 pounds/gallon of the acid glyphosate, in an isopropyl amine salt formulation. SPECIFY PRODUCT BID <hr/> (Note: To submit an EQUIVALENT PRODUCT for consideration, bidder MUST SUBMIT Bidders Request for Alternatives or Exceptions Form with the product label and MSDS/SDS attached.)			
Comments:						
16	130	CASE	ROUNDUP PRO HERBICIDE OR EQUIVALENT 2.5 GAL (2/CASE) OTHER PRE-APPROVED PRODUCTS: RIVERDALE RAZOR PRO HERBICIDE GLYPHOSATE PRO 4 GLYPHOSATE PRO 4 PLUS Acid equivalency equal to 3 pounds/gallon of the acid glyphosate, in an isopropyl amine salt formulation. Must contain surfactant so no additional surfactant or AMS is required or recommended by label directions. SPECIFY PRODUCT BID <hr/> (Note: To submit an EQUIVALENT PRODUCT for consideration, bidder MUST SUBMIT Bidders Request for Alternatives or Exceptions Form with the product label and MSDS/SDS attached.)			
Comments:						
17	35	CASE	ROUNDUP PRO CONCENTRATE HERBICIDE 2.5 GAL (2/CASE) No Substitutions			
Comments:						
18	49	CASE	ROUNDUP PROMAX 1.67 GAL CONTAINER (2/CASE) No Substitutions			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
19	1	CASE	<p>STALKER HERBICIDE OR EQUIVALENT 1 QT (4/CASE) Must be labeled for cut-stump and basal-bark applications.</p> <p>SPECIFY PRODUCT BID</p> <hr/> <p>(Note: To submit an EQUIVALENT PRODUCT for consideration, bidder MUST SUBMIT Bidders Request for Alternatives or Exceptions Form with the product label and MSDS/SDS attached.)</p>			
Comments:						
20	5	CASE	<p>TELAR XP HERBICIDE OR EQUIVALENT OTHER PRE-APPROVED PRODUCTS: PRODUCT FORMALLY KNOWN AS DUPONT TELAR DF HERBICIDE</p> <p>Case quantity must equal 128 oz; either eight 16 oz or sixteen 8 oz containers are acceptable.</p> <p>SPECIFY PRODUCT BID</p> <hr/> <p>(Note: To submit an EQUIVALENT PRODUCT for consideration, bidder MUST SUBMIT Bidders Request for Alternatives or Exceptions Form with the product label and MSDS/SDS attached.)</p>			
Comments:						
21	60	CASE	<p>TRANSLINE OR EQUIVALENT 2.5 GAL (2/CASE) OTHER PRE-APPROVED PRODUCTS: ALLIGARE CLOPYRALID 3</p> <p>SPECIFY PRODUCT BID</p> <hr/> <p>(Note: To submit an EQUIVALENT PRODUCT for consideration, bidder MUST SUBMIT Bidders Request for Alternatives or Exceptions Form with the product label and MSDS/SDS attached.)</p>			
Comments:						
22	78	CASE	<p>VANQUISH HERBICIDE OR EQUIVALENT 2.5 GAL (2/CASE) OTHER PRE-APPROVED PRODUCTS: RIVERDALE VANQUISH HERBICIDE</p> <p>Must be low-volatile diglycolamine salt formulation.</p> <p>SPECIFY PRODUCT BID</p> <hr/> <p>(Note: To submit an EQUIVALENT PRODUCT for consideration, bidder MUST SUBMIT Bidders Request for Alternatives or Exceptions Form with the product label and MSDS/SDS attached.)</p>			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
23	3	CASE	DEFOAMER 1 PINT (12/CASE) Flashpoint must be greater than 200 degrees F. SPECIFY PRODUCT BID _____			
Comments:						
24	135	CASE	DRIFT REDUCER/RETARDANT REIGN OR EQUIVALENT 2.5 GAL (2/CASE) Flashpoint must be greater than 200 degrees F.; products mixed with other adjuvants will not be accepted; intended for use with low-agitation sprayers. SPECIFY PRODUCT BID _____ (Note: To submit an EQUIVALENT PRODUCT for consideration, bidder MUST SUBMIT Bidders Request for Alternatives or Exceptions Form with the product label and MSDS/SDS attached.)			
Comments:						
25	11	CASE	DYE 1 QT (12/CASE) Flashpoint must be greater than 200 degrees F.; liquid formulation; blue color. SPECIFY PRODUCT BID _____			
Comments:						
26	75	DRUM	IVOD INVERTING OIL 30 GAL DRUM No Substitutions			
Comments:						
27	10	CASE	METHYLATED SEED OIL 2.5 GAL (2/CASE) Flashpoint must be greater than 200 degrees F.; intended for use with Plateau herbicide and/or dormant stem treatments. Must be vegetable-based seed oil; may contain up to 20% surfactant. May substitute 4 x 1 gallon containers at a price per gallon bid comparison. SPECIFY PRODUCT BID _____			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
28	15	CASE	<p>PENETRATING OIL 2.5 GAL (2/CASE) Flashpoint must be greater than 200 degrees F.; must be labeled for basal and cut-stump applications, and must contain dye. Intended for use with Garlon 4 ultra and/or Stalker herbicides at 75-85% mix.</p> <p>May substitute 5 gallon pail at a price per gallon bid comparison.</p> <p>SPECIFY PRODUCT BID</p> <hr/>			
Comments:						
29	55	CASE	<p>SURFACTANT, 90/10 NIS 1 GAL (4/CASE) Flashpoint must be greater than 200 degrees F.; products mixed with other adjuvants will not be accepted. Shall not include buffering agents that would limit use with sulfonyl urea herbicides; personal protective equipment requirements must allow safety glasses with templates (no goggle/face shield requirement).</p> <p>May substitute 2 x 2.5 gallon containers at a price per gallon bid comparison.</p> <p>SPECIFY PRODUCT BID</p> <hr/>			
Comments:						
30	5	CASE	<p>SURFACTANT, AQUATIC 1 GAL (4/CASE) Flashpoint must be greater than 200 degrees F.; products mixed with other adjuvants will not be accepted. Must be labeled for aquatic sites. Personal protective equipment requirements must allow safety glasses with templates (no goggle/face shield requirement).</p> <p>May substitute 2 x 2.5 gallon containers at a price per gallon bid comparison.</p> <p>SPECIFY PRODUCT BID</p> <hr/>			
Comments:						
31	2	CASE	<p>SURFACTANT PHASE 1 GALLON (4/CASE) No Substitutions</p>			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
32	6	CASE	<p>WATER CONDITIONER 2.5 GAL (2/CASE) Flashpoint must be greater than 200 degrees F.; products mixed with other adjuvants will not be accepted.</p> <p>May substitute 4 x1 gallon containers at a price per gallon bid comparison.</p> <p>SPECIFY PRODUCT BID</p> <hr/>			

Comments:

I HEREBY CERTIFY THAT THIS PROPOSAL MEETS OR EXCEEDS THE MINIMUM REQUIREMENT INCLUDING SPECIFICATIONS AND ADDENDUMS.

Signature: _____ Date: _____

**Iowa Department of Transportation
SUPPLEMENTAL TERMS & CONDITIONS
For Weed Control Products
Proposal No.:13446
Letting Date: January 21, 2015**

Proposal Guarantee

Proposal guarantee is not required on this proposal.

Alternatives or Exceptions

Any requests for changes or exceptions to the instructions, specifications, or terms of this proposal must be submitted on the enclosed form "Bidder's Request for Alternatives or Exceptions." The form must specifically state the requested change or deviation and be accompanied by adequate supporting information to evaluate the request.

The completed "Bidder's Request for Alternatives or Exceptions" form must be received in sufficient time *prior* to the bid opening to evaluate and respond with appropriate action.

All requests must be received by purchasing prior to 1:00 PM Wednesday, January 14, 2015 as specified on the Alternatives or Exceptions form.

It is suggested that any requests for alternatives or exceptions be submitted either by e-mail or faxed back immediately upon receipt of the proposal in order to receive full consideration. Fair treatment to all vendors shall be the primary concern in evaluation of exceptions or deviations, particularly those submitted just prior to the bid opening.

Do not submit the "Bidders Request for Alternatives or Exceptions" form with your bid.

Product Literature

Complete specification sheets or other literature giving detailed information about the items bid shall be included with the proposal. The items shall be identified in the literature by product name. A written statement shall describe modifications or deviations from the printed literature.

Additional Information

If any additional information is required to properly evaluate the bid, the bidder shall furnish the requested information within three (3) working days after notification from the Purchasing section, or the bid may be rejected as non-responsive.

Proprietary product ingredients for approved brands must be available to the Iowa DOT upon request, who will destroy after reviewing, in order to evaluate inert ingredients, or bidder must certify and accept responsibility on lack of hazardous materials in inert materials of their product.

Separate Bids

A bidder may quote prices on more than one brand. A separate Schedule of Prices should be completed for each alternate bid.

Approved Brands

Brands listed have been pre-approved by the Iowa DOT and have proved to be satisfactory for the specific work environment.

All products that are submitted on the "Alternatives or Exceptions" form must be equivalent to brand listed.

Product Substitutions

If during the contracted timeframe a contracted item is discontinued or no longer available, the Iowa DOT must be contacted for approval prior to sending alternative products.

Containers

Product must be in the size container specified on each proposal line unless requested and accepted on our "Alternatives or Exceptions" form.

Labeling & Material Safety Data Sheets

Herbicides must be labeled for use on roadsides or highway rights-of-way.

Bidders must furnish with the bid the most current (as of January 1, 2015 MSDS/SDS) product Labels and corresponding Material Safety Data Sheets (MSDS/SDS) for all products bid.

This includes all herbicide products, both generic and trade name, and adjuvants. Product shipment labels and MSDS/SDS must be the same EPA registration and revision number or more recent update as labels submitted with the proposal. If there is an update in label revision or MSDS/SDS issue date, the Iowa DOT must be notified prior to shipping products with the new documentation.

Purchase Orders

Purchase orders will be issued for items as needed throughout the contract period.

No materials are to be shipped until a purchase order is issued.

Delivery Requirements

Delivery shall be no later than **seven (7)** calendar days after receipt of order.

DOT personnel must sign for all products received. Delivery locations must be contacted prior to shipment to ensure a DOT employee is available to sign and take receipt.

Ties and Reservations

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

Contract Period

Contract periods to begin March 1, 2015 and will run through December 31, 2015.

Contract Award

All awards will be made by line item. It is the intent of the Iowa DOT to award the contract(s) to the responsible bidder(s) whose submitted quotation is the most advantageous to the agency, costs and other factors considered.

Product evaluation will be based on the best interests of the Iowa DOT by utilizing the product labels, Material Safety Data Sheets (MSDS/SDS), and any additional information requested from the vendor.

The Iowa DOT reserves the right to reject any product bid, based on material handling precautions for non-brand specified products.

Consideration will be based on the criteria of year-round outdoor storability in Iowa temperatures, flashpoints greater than 200 degrees Fahrenheit, personal protective equipment requirements and safety and environmental profiles.

Invoicing & Packing List

Each packing list and invoice must reflect only the merchandise relating to one purchase order. Multiple orders may be shipped together but each order requires individual invoicing and packing list stating purchase order number.

Product Labels and MSDS/SDS shall accompany each case shipped.

**Delivery Locations
2015**

Delivery locations must be contacted a minimum of three (3) hours prior to arrival to ensure personal is available to accept products.

District 1

Monday – Friday 7:00-3:30

Ames Maintenance Garage
57073 East U.S. 30
Ames, IA 50010
515-232-8226

Williams Maintenance Garage
2110 Vail Ave.
Williams, IA 50271
515-854-2217

Newton Maintenance Garage
2300 W. 19th Street South
Newton, IA 50208
641-792-7783

Des Moines North Maintenance
Garage
1530 NE 53rd Ave.
Des Moines, IA 50313
515-265-1614

District 2

Monday – Friday 7:00-3:30

Hanlontown Maintenance Garage
753 Iowa Hwy 9
Hanlontown, IA 50444
641-896-3100

Latimer Maintenance Garage
1773 Heather Avenue
Latimer, IA 50452
641-579-6466

Waterloo Maintenance Garage
1875 W. Ridgeway Ave
Waterloo, IA 50704
319-233-3055

West Union Maintenance Garage
11562 210 Street, IA Hwy. 150 S.
West Union, IA 52175
563-422-3279

District 3

Monday – Thursday 7:00-3:30

Storm Lake Maintenance Garage
1301 W. Milwaukee
Storm Lake, IA 50588
712-732-5670

District 4

Monday – Friday 7:00-3:30

Atlantic Maintenance Garage
502 Ash
Atlantic, IA 50022
712-243-3114

Neola Maintenance Garage
30420 Tomahawk Ave.
2 miles North on Hwy. 191
Neola, IA 51559
712-485-2591

District 5

Monday – Thursday 7:00-3:30

Fairfield Maintenance Garage
207 East 227th Street
Fairfield, IA 52556
641-472-5367

District 6

Monday-Thursday 7:00-3:30

Coralville Maintenance Garage
2600 Coral Ridge Ave
Coralville, IA 52241
319-626-2386

DeWitt Maintenance Garage
801 Westwood Drive
DeWitt, IA 52742
563-659-3550

Rest Areas

Monday – Thursday 7:00-3:30

Urbana
5397 31st Ave
Urbana, IA 52345
319-443-2370

Missouri Valley
2308 U.S. 30
Missouri Valley, IA 51555
712-642-2178

Projects

Above Locations



Bidders Request for Alternatives or Exceptions (BRAE)

Letting Date: 1/21/15

Proposal No.: 13446

BRAE form due on or before: 1:00 PM Wednesday, 1/14/15

Item: _____

Spec. No.: _____

Request: _____

Bidder Proposes to furnish in lieu of above: _____

NOTE: The determination of acceptance of this BRAE request is only valid for the bid for which it was submitted. BRAE approvals received for this bid do not determine or set a precedent for what is acceptable in any other bid posted by the State of Iowa.

Email/Fax to:

Iowa Department of Transportation
Purchasing Section
Attention: _____ (Agent to fill out)
Email: _____ (Agent to fill out)

Submitted By _____

Company _____

Address _____

Fax No.: 515-239-1538

City _____ State _____ Zip _____

Phone No. _____

Fax No. _____

=====
DOT USE ONLY

Approved _____

Disapproved _____

Reason _____

Signature: _____

Date: _____

Bidder _____

SEALED BID

LETTING DATE: January 21, 2015
PROPOSAL NO: 13446
PROPOSAL DESCRIPTION: Weed Control Products

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