

Date Bids Due 2/11/2015		Time of Bid Opening 1:00 PM	Bid Opening Location 800 Lincoln Way, Ames, IA	
Proposal Number 13566	Description Native Prairie Seed for UNI			
Contract to Begin	Date of Completion	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	13566
Date Required	02/11/2015 1:00 PM

Title Native Prairie Seed for UNI
 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 Disregard the part number column on the schedule of prices as it is not applicable to this proposal. Unit of measurement is pure live seed (PLS).

Product Availability Days: _____

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1 Group 1 Grasses						
1.1	2,800	LBS	Big bluestem Andropogon gerardii Total lbs. available _____ Seed Origin _____			
Comments:						
1.2	3,151	LBS	Sideoats grama Bouteloua curtipendula Total lbs. available _____ Seed Origin _____			
Comments:						
1.3	75	LBS	Prairie sedge Carex bicknellii Total lbs. available _____ Seed Origin _____			
Comments:						
1.4	150	LBS	Brown fox sedge Carex vulpinoidea Total lbs. available _____ Seed Origin _____			
Comments:						
1.5	2,800	LBS	Canada wildrye Elymus canadensis Total lbs. available _____ Seed Origin _____			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1.6	1,051	LBS	Switchgrass Panicum virgatum Total lbs. available _____ Seed Origin _____			
Comments:						
1.7	2,800	LBS	Little bluestem Schizachyrium scoparium Total lbs. available _____ Seed Origin _____			
Comments:						
1.8	75	LBS	Green bulrush Scirpus atrovirens Total lbs. available _____ Seed Origin _____			
Comments:						
1.9	2,451	LBS	Indian grass Sorghastrum nutans Total lbs. available _____ Seed Origin _____			
Comments:						
1.10	1,400	LBS	Rough dropseed Sporobolus compositus Total lbs. available _____ Seed Origin _____			
Comments:						
2	Group 2 Forbs					
2.1	750	OZ	Lead plant Amorpha canescens Total oz. available _____ Seed Origin _____			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
2.2	4,200	OZ	Swamp milkweed Asclepias incarnata Total oz. available _____ Seed Origin _____			
Comments:						
2.3	1,125	OZ	Butterfly milkweed Asclepias tuberosa Total oz. available _____ Seed Origin _____			
Comments:						
2.4	3,220	OZ	Canadian milkvetch Astragalus canadensis Total oz. available _____ Seed Origin _____			
Comments:						
2.5	2,250	OZ	White wild indigo Baptisia alba Total oz. available _____ Seed Origin _____			
Comments:						
2.6	33,600	OZ	Partridge pea Chamaecrista fasciculata Total oz. available _____ Seed Origin _____			
Comments:						
2.7	3,750	OZ	Purple prairie clover Dalea purpurea Total oz. available _____ Seed Origin _____			
Comments:						
2.8	5,600	OZ	Showy tick trefoil Desmodium canadense Total oz. available _____ Seed Origin _____			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
2.9	5,880	OZ	Pale purple coneflower Echinacea pallida Total oz. available _____ Seed Origin _____			
Comments:						
2.10	1,500	OZ	Rattlesnake master Eryngium yuccifolium Total oz. available _____ Seed Origin _____			
Comments:						
2.11	450	OZ	Sneezeweed Helenium autumnale Total oz. available _____ Seed Origin _____			
Comments:						
2.12	6,300	OZ	Oxeye/false sunflower Heliopsis helianthoides Total oz. available _____ Seed Origin _____			
Comments:						
2.13	1,875	OZ	Round-headed bushclover Lespedeza capitata Total oz. available _____ Seed Origin _____			
Comments:						
2.14	600	OZ	Rough blazing star (L) Liatris aspera Total oz. available _____ Seed Origin _____			
Comments:						
2.15	3,225	OZ	Prairie blazing star Liatris pycnostachya Total oz. available _____ Seed Origin _____			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
2.16	2,520	OZ	Wild bergamot Monarda fistulosa Total oz. available _____ Seed Origin _____			
Comments:						
2.17	1,500	OZ	Stiff goldenrod Oligoneuron rigidum Total oz. available _____ Seed Origin _____			
Comments:						
2.18	1,400	OZ	Foxglove beardtongue Penstemon digitalis Total oz. available _____ Seed Origin _____			
Comments:						
2.19	375	OZ	Large-flowered beardtongue Penstemon grandiflorus Total oz. available _____ Seed Origin _____			
Comments:						
2.20	300	OZ	Mountain mint Pycnanthemum virginianum Total oz. available _____ Seed Origin _____			
Comments:						
2.21	5,740	OZ	Yellow conflower Ratibida pinnata Total oz. available _____ Seed Origin _____			
Comments:						
2.22	5,040	OZ	Black-eyed Susan Rudbeckia hirta Total oz. available _____ Seed Origin _____			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
2.23	1,500	OZ	Compass plant Silphium laciniatum Total oz. available _____ Seed Origin _____			
Comments:						
2.24	750	OZ	New England aster Symphyotrichum novae-angliae Total oz. available _____ Seed Origin _____			
Comments:						
2.25	1,800	OZ	Ohio spiderwort Tradescantia ohiensis Total oz. available _____ Seed Origin _____			
Comments:						
2.26	1,125	OZ	Hoary vervain Verbena stricta Total oz. available _____ Seed Origin _____			
Comments:						
2.27	1,200	OZ	Golden alexanders Zizia aurea Total oz. available _____ Seed Origin _____			
Comments:						

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

Signature: _____ Date: _____

Native Prairie Seed Bagging Requirements

Group I – Grasses, Sedges & Rushes	Total Pounds	Lbs/Bag	No. of Bags
Big bluestem - <i>Andropogon gerardii</i>	2800	20	140
Side-oats grama - <i>Bouteloua curtipendula</i>	3151	22.5	140
Prairie sedge - <i>Carex bicknellii</i>	75	1	75
Brown fox sedge - <i>Carex vulpinoidea</i>	150	2	75
Canada wildrye - <i>Elymus canadensis</i>	2800	20	140
Switchgrass - <i>Panicum virgatum</i>	1051	7.5	140
Little bluestem - <i>Schizachyrium scoparium</i>	2800	20	140
Green bulrush - <i>Scirpus atrovirens</i>	75	1	75
Indiangrass - <i>Sorghastrum nutans</i>	2451	17.5	140
Rough dropseed - <i>Sporobolus compositus</i>	1400	10	140

Group II – Forbs	Total Ounces	Oz/Bag	No. of Bags
Lead plant - <i>Amorpha canescens</i>	750	10	75
Swamp milkweed - <i>Asclepias incarnata</i>	4200	30	140
Butterfly milkweed - <i>Asclepias tuberosa</i>	1125	15	75
Canadian milkvetch - <i>Astragalus canadensis</i>	3220	23	140
White wild indigo - <i>Baptisia alba</i>	2250	30	75
Partridge pea - <i>Chamaecrista fasciculata</i>	33600	240	140
Purple prairie clover - <i>Dalea purpurea</i>	3750	50	75
Showy tick trefoil - <i>Desmodium canadense</i>	5600	40	140
Pale purple coneflower - <i>Echinacea pallida</i>	5880	42	140
Rattlesnake master - <i>Eryngium yuccifolium</i>	1500	20	75
Sneezeweed - <i>Helenium autumnale</i>	450	6	75
Oxeye/False sunflower - <i>Heliopsis helianthoides</i>	6300	45	140
Roundheaded bushclover - <i>Lespedeza capitata</i>	1875	25	75
Rough blazingstar - <i>Liatris aspera</i>	600	8	75
Prairie blazingstar - <i>Liatris pycnostachya</i>	3225	43	75
Wild bergamot - <i>Monarda fistulosa</i>	2520	18	140
Stiff goldenrod - <i>Oligoneuron rigidum</i>	1500	20	75
Foxglove beardtongue - <i>Penstemon digitalis</i>	1400	10	140
Large-flowered beardtongue - <i>Penstemon grandiflorus</i>	375	5	75
Mountain Mint - <i>Pycnanthemum virginianum</i>	300	4	75
Yellow coneflower - <i>Ratibida pinnata</i>	5740	41	140
Black-eyed susan - <i>Rudbeckia hirta</i>	5040	36	140
Compass plant - <i>Silphium laciniatum</i>	1500	20	75
New England aster - <i>Symphyotrichum novae-angliae</i>	750	10	75
Ohio spiderwort - <i>Tradescantia ohiensis</i>	1800	24	75
Hoary vervain - <i>Verbena stricta</i>	1125	15	75
Golden alexanders - <i>Zizia aurea</i>	1200	16	75

Seeds:

It is the intent to purchase as much Iowa Source/GO seed as possible. However, to fulfill the total requirements it may be necessary to purchase seed from neighboring states. If seed source or origin are from a state other than Iowa, indicate in the bid table the state, region or county, and distance from the Iowa border (ie: SW MN<50) as requested for origin or source.

Bagging Requirements:

Each item is to be bagged in paper, nylon or cloth bags.
Heavy-duty, zip-lock bags may be used for smaller quantities of wildflower seed.
Staples will not be used to fasten labels to any of the bags.
Bags shall be labeled with the:

Genus,
Species,
Common name,
Source,
Origin,
Percentage of Pure Live Seed (PLS)
PLS weight.

This seed will be divided among approximately fifty counties. Each species will be bagged to facilitate distribution. The amount that goes into each bag and the number of individual bags required are indicated in the Bagging Requirements form enclosed in the bid packet. Purchase order shall include final requirements.

Bids must include shipping charges**Method of award:**

Award shall be made for all grasses and forbs by species on the lowest bid price after any preference as stated below:

1. Seed certified as Source-Identified Class, Yellow Tag, Iowa Ecotype Project, Source/Genetic Origin (GO) – Iowa (Zones 1, 2 or 3), 15% preference over number 2.
2. Seed certified as Source-Identified Class, Yellow Tag, Source/GO – Iowa (any location or multiple collection sites), 15% preference over number 3.
3. Seed certified as Source-Identified Class, Yellow Tag, Source/GO – State other than Iowa, 20% preference over number 4.
4. Uncertified seed will have 0% preference.
5. No cultivated varieties of grasses and forbs will be purchased.

Preference example:

Priority #1 XYZ grass: Iowa Ecotype Project yellow tag seed @ \$2.75/lb. PLS.
Priority #3 XYZ grass: Yellow tag seed from out-of-state bid @ \$2.13/lb. PLS.

Preference calculation: 15% + 15% preference for #1 over #3, ($\$2.13 \times 1.30 = \2.77)
Award: Iowa Ecotype Project seed @ \$2.75 lowest price.

Award shall be made by each line item to the lowest responsive bidder according to these bid specifications. Multiple bidders may be awarded each item.

In the event of ties within a Selection Group, award(s) shall be made in the following order:

- Seed grown in Iowa (Iowa origin) will be chosen over seed grown outside of Iowa.
- If multiple bidders offer equal quantities at the same price, a drawing will be held to determine award.
- If the lowest responsive bidder(s) do not meet the total required quantity, the next lowest responsive bidder will be awarded the balance.

Selection Groups for Bid Evaluation:

- **Seed certified as Source-Identified Class (YT), Source/GO – Iowa Ecotype Project (Zones 1, 2, or 3).**

Vendor must indicate Source/GO Zone 1, 2 or 3

- **Seed certified as Source-Identified Class (YT), Source/GO – Iowa (any location or multiple collection sites).**

Vendor must indicate Source/GO County or Counties

- **Seed certified as Source-Identified Class (YT), Source/GO – State other than Iowa**

Vendor must indicate State and County or region of Source/GO and approximate miles to nearest Iowa border.

The DOT reserves the right to select bids within this Selection Group based not only on price, but proximity of genetic source to Iowa and its similarity to growing conditions in Iowa. This determination will be based on USDA hardiness zones to the north and south and rainfall zones to the east and west and EPA eco-regions. Seed from outside this area may or may not be accepted.

- **Seed not certified as Source-Identified Class (Uncertified Seed)**

Vendor must indicate State where seed is grown.

Some seed may be purchased from a second grower even when price is a little higher in order to obtain seed more regionally adapted for distribution to northern and southern counties. Tie bids will be awarded to the vendor providing seed with superior specifications or if all specifications are equal the tie will be determined by a draw. \$2.764 is rounded down to \$2.76. \$2.765 is rounded up to \$2.77.

Delivery:

Once awards have been made, purchase orders will be sent to successful bidders.

The seed shall be delivered on or before March 25, 2015 to the following address:

**University of Northern Iowa - Roadside Program
Attn: Kristine Nemec
2412 West 27th Street
Cedar Falls, IA 50614-0294**

Roadside Office contact:
until Feb. 15: 319-330-6470
after Feb. 15: 319-273-2813
Fax: 319-268-0668

I hereby certify that this proposal meets or exceeds the minimum requirements including specifications and addendums (if applicable).

Company _____ Authorized Signature _____

Contact Person _____ Address _____

Federal Tax ID No. _____ City _____ State _____ Zip _____

Phone No _____ Fax No. _____

Email address _____

Supplementary General Conditions

Additional Information

If any additional information is required to properly evaluate the bid, the bidder shall furnish the requested information prior to 1:00 p.m. on the Monday following the letting.

Notice of Tax Exempt Status

The Department of Transportation is exempt from paying sales and use taxes. ***Do not include sales tax in your bid for this project.***

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 vendor/contractor 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.

Immunity of Iowa Department of Transportation

The Contractor shall defend, indemnify and hold harmless the Iowa Department of Transportation, and its officials and employees from liability arising out of or resulting from the Contractor's activities at the rest area, its performance or attempted performance of the contract, as well as the Contractor's activities with Sub-Contractors and all other third parties.

Suspensions and Debarment

The Vendor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Agency or agency. The Vendor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.

Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Iowa DOT shall have the right to terminate this Contract without penalty and without any advance notice 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 this Contract.

Funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Iowa DOT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Iowa DOT in its sole discretion; or

The Iowa DOT's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

The Iowa DOT's duties programs or responsibilities are modified or materially altered; or

If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.

The Agency shall provide Vendor with written notice of termination pursuant to this section.

Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 105.5(1)-(2), 105.12(4).

Ties and Reservations

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

Bidder _____

SEALED BID

LETTING DATE: February 11, 2015

PROPOSAL NO: 13566

PROPOSAL DESCRIPTION: Native Prairie Seed for UNI

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