

Date Bids Due 2/11/2015		Time of Bid Opening 1:00 PM	Bid Opening Location 800 Lincoln Way, Ames, IA	
Proposal Number 13597	Description Native Grass and Wildflower Seed for DOT			
Contract to Begin 3/1/2015	Date of Completion 6/30/2016	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.**

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**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](http://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.

**Iowa Department of Transportation**  
**Schedule of Prices**  
**Native Grass and Wildflower Seed**  
**Proposal No: 13597 Letting Date: February 11, 2015**

FOB Destination/Freight Prepaid. Unit of Measure to be pounds of pure live seed (PLS).

	Common Name	Scientific Name	Total Pounds of Live Seed Needed	Total Pounds of Live Seed Available	Price Per Pound PLS	Iowa Y/T	Non Iowa Y/T	Uncertified
						Place an 'X' In the box indicating the type of seed		
<b>Group 1</b>	<b>Cover Crop</b>							
1.1	**Oats	Avena sativa	16441.60					
<b>Group 2</b>	<b>Grasses and Sedges</b>							
2.1	*Big bluestem	Andropogon gerardii	3171.12					
2.2	Side-oats grama	Bouteloua curtipendula	2351.18					
2.3	Blue grama	Bouteloua gracilis	143.72					
2.4	Bicknell's sedge	Carex bicknellii	13.97					
2.5	Brown fox sedge	Carex vulpinoidea	12.41					
2.6	*Canada wildrye	Elymus canadensis	1215.48					
2.7	*Virginia wildrye	Elymus virginicus	1044.95					
2.8	Switchgrass	Panicum virgatum	513.80					
2.9	Western wheatgrass	Pascopyron smithii	48.72					
2.10	*Little bluestem	Schizachyrium scoparium	3429.93					
2.11	*Indiangrass	Sorghastrum nutans	2972.87					
2.12	Rough dropseed	Sporobolus compositus (Poir.) Merr.var.compositus	85.72					
2.13	Prairie dropseed	Sporobolus heterolepis	86.37					
<b>Group 3</b>	<b>Forbs</b>							
3.1	Nodding onion	Allium cernuum	19.38					
3.2	Leadplant	Amorpha canescens	0.41					
3.3	Canada anemone	Anemone canadensis	4.28					
3.4	White sage	Artemisia ludoviciana	3.77					
3.5	Swamp milkweed	Asclepias incarnata	25.47					
3.6	Common milkweed	Asclepias syriaca	12.11					
3.7	Butterfly weed	Asclepias tuberosa	134.34					
3.8	Canadian milkvetch	Astragalus canadensis	8.34					
3.9	White wild indigo (L.) Vent. var. macrophylla	Baptisia alba	15.07					
3.10	Pale indian plantain	Cacalia atriplicifolia	3.05					
3.11	Partridge pea	Chamaecrista fasciculata	2139.85					
3.12	Prairie coreopsis	Coreopsis palmata	90.40					

	Common Name	Scientific Name	Total Pounds of Live Seed Needed		Price Per Pound PLS	Iowa Y/T	Non Iowa Y/T	Uncertified
						Place an 'X' In the box indicating the type of seed		
3.13	Purple prairie clover	Dalea purpurea	174.34					
3.14	Illinois bundle flower	Desmanthus illinoensis	12.80					
3.15	Showy tick trefoil	Desmodium canadense	25.39					
3.16	Pale purple coneflower	Echinacea pallida	203.95					
3.17	Rattlesnake master	Eryngium yuccifolium	16.67					
3.18	Tall boneset	Eupatorium altissimum	2.65					
3.19	Sneezeweed	Helenium autumnale	6.30					
3.20	Saw-tooth sunflower	Helianthus grosseserratus	19.38					
3.21	Prairie sunflower	Helianthus pauciflorus	5.29					
3.22	Oxeye/False sunflower	Heliopsis helianthoides	21.16					
3.23	Round-headed bush clover	Lespedeza capitata	41.40					
3.24	Rough blazing star	Liatris aspera	3.77					
3.25	Prairie blazing star	Liatris pycnostachya	158.60					
3.26	Wild bergamont	Monarda fistulosa	18.55					
3.27	Upland aster	Oligoneuron album	4.67					
3.28	Stiff goldenrod	Oligoneuron rigidum	5.29					
3.29	Foxglove beardtongue	Penstemon digitalis	10.58					
3.30	Large-flowered beardtongue	Penstemon grandiflorus	15.07					
3.31	Obedient plant	Physostegia virginiana	1.52					
3.32	Prairie cinquefoil	Potentilla arguta	3.77					
3.33	Virginia mountain mint	Pycnanthemum virginianum	4.76					
3.34	Gray-headed coneflower	Ratibida pinnata	136.33					
3.35	Black-eyed susan	Rudbeckia hirta	54.52					
3.36	Sweet coneflower	Rudbeckia subtomentosa	20.27					
3.37	Compass plant	Silphium laciniatum	234.82					
3.38	Cup plant	Silphium perfoliatum	19.38					
3.39	Showy goldenrod	Solidago speciosa	2.65					
3.40	Smooth blue aster	Symphyotrichum laeve	20.27					
3.41	New England aster	Symphyotrichum novae-angliae	24.22					
3.42	Prairie spiderwort	Tradescantia bracteata	10.58					
3.43	Blue vervain	Verbena hastata	21.35					
3.44	Ironweed	Vernonia fasciculata	57.58					
3.45	Culver's root	Veronicastrum virginicum	0.76					
3.46	Golden alexanders	Zizia aurea	25.65					

\*Must be debearded or equal to facilitate in planting.

\*\*Oats must be certified seed oats

**Iowa Department of Transportation**  
**Bid Specifications**  
**Wildflower & Native Grass Seed for Erosion Control**  
**Bid No.:13597**  
**Letting Date: February 11, 2015 @ 1:00 PM**

**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.
- ❖ **All seed bags shall be labeled identical to DOT Bid documents with the Genus, Species, Common Name,** Origin (where grown,) Bulk Weight, Percentage Purity, Percentage Germination, Percentage hard and dormant seed, Percentage of Pure Live Seed (PLS), and Weight of Pure Live Seed (PLS). For all species (including those not required by the Iowa Seed Law) the labeling for purity shall also include percentage by weight of all weed seed, the name and rate of occurrence per unit weight of each kind of secondary noxious weed seed present, the percentage by weight of agricultural seed which may be designated as "other crop seed" other than those required to be named on the label, and the percentage of inert matter. The test date to determine the percentage of germination shall have been completed within a 9-month period prior to shipping, exclusive of the calendar month in which the test was completed. The seed analysis on the label shall be mechanically printed.
- ❖ The seed analyst who performs the purity and germination tests shall be a Certified Seed Analyst (CSA) through the Association of Official Seed Analysts (AOSA) or a Registered Seed Technologist (RST) through the Society of Commercial Seed Technologists (SCST.) The Seed Analysis Report shall be made available, upon request by the contracting agency.
- ❖ A seed label with Iowa DOT project location and number shall be affixed during shipment to the designated location.
- ❖ Once seed has been shipped to and received at the required location designated by the Iowa DOT, a payment will be processed.
- ❖ Purchase orders will be issued on an as-needed basis throughout the contract period.
- ❖ Seeds for **Soil Erosion projects** are to be available for shipping beginning on or before **March 1, 2015.**
- ❖ Iowa DOT Staff may inspect seed prior to shipping.
- ❖ If successful Bidder ships an alternate seed or in bulk (not PLS), this shall not be accepted. The only exception to this is the Oats may be shipped bulk.
- ❖ Successful Bidder shall be responsible for return freight costs on non-complying seed and may be removed from the bidder's list.

**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, Source/G0 – Iowa (any location or multiple collection sites), 20% Preference over number 2.
2. Seed certified as Source Identified Class, Yellow Tag, Source/G0 - State other than Iowa. 50% Preference over number 3.
3. Uncertified seed will have 0% Preference.
4. No cultivated varieties of grasses and forbs will be purchased.

**Preference example:**

Priority #1 XYZ grass: Source Identified Class, Yellow Tag, Source/G0 – Iowa @ \$2.75/lb. PLS.  
Priority #2 XYZ grass: Source Identified Class, Yellow Tag, Source/G0 – other state @ \$2.35/lb. PLS.  
Preference calculation: 20% preference for #1 over #2, ( $\$2.35 \times .47 = \$2.82$ )  
Award: Source Identified Class, Yellow Tag, Source/G0 – Iowa @ \$2.75 lowest price.

**Seeds:**

It is the intent to purchase as much Source Identified Class, Yellow Tag, Source/G0 – Iowa 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.

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

Multiple bidders may be awarded each item.

The DOT reserves the right to reject any or all bids.

Big bluestem, Canada wildrye, Virginia wildrye, Indiangrass, and Little bluestem must be debarbed or equal to facilitate in planting.

Oats must be certified seed oats.

**Selection Groups for Bid Evaluation are listed as follows:****Seed Certified as Source Identified Class (YT), Source/G0 – Iowa (any location or multiple collection sites).**

Vendor must indicate Source/G0 County or Counties

**Seed Certified as Source Identified Class (YT), Source/G0 – State other than Iowa**

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.

Vendor must indicate State and County or region of Source/G0 and approximate miles to nearest Iowa border.

**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 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 9, 2015 to the following address:

Allendan Seed Company  
Iowa DOT Erosion Control  
1966 175<sup>th</sup> Lane  
Winterset, IA 50273

**Contact Information:**

***Questions regarding the bidding documents should be directed to:***

Purchasing Section  
Purchasing Officer – Rhonda Ruark  
Phone No.: 515-239-1285  
Fax No.: 515-239-1538  
Email: [rhonda.ruark@dot.iowa.gov](mailto:rhonda.ruark@dot.iowa.gov)

**Supplementary General Conditions**

**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 761-20-- [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).

Bidder \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SEALED BID

LETTING DATE: February 11, 2015  
PROPOSAL NO: 13597  
PROPOSAL DESCRIPTION: Native Grass and Wildflower Seed for DOT

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