

		Date Bids Due: July 8, 2015	Time of Bid Opening: 1:00 P.M.	Bid Opening Location: 800 Lincoln Way, Ames, IA	
Proposal Number: 14577	Description: Native Grass and Wildflower Seed for Elkhart Rest Areas				
Contract to Begin: July 22, 2015	Date of Completion: July 21, 2016	Proposal Guaranty Amount: None	Performance Bond (Y/N) N	Liquidated Damages: N/A	
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, terms and conditions to any other Iowa state agency. Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> Yes <input type="checkbox"/> No			Are you an Iowa Targeted Small Business? <input type="checkbox"/> Yes <input type="checkbox"/> No		

GENERAL INFORMATION

This bid proposal includes the Bid Response cover page, Schedule of Prices, Standard Terms and Conditions, Supplemental terms (if any), specifications, mailing label and all other information needed to prepare a bid response. Information in the "Bid Response" above must be typed or completed in ink, signed, and returned in a flat style envelope along with any other information required in the bid proposal prior to the bid opening date and time. Please use the furnished mailing label, or label the bid response as "Iowa Department of Transportation, proposal number & letting date" on the outside of the return envelope. Bidders may personally deliver, mail, or select a carrier that ensures timely delivery. **Faxed or e-mail bids will not be accepted.**

If required, each bid response 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 intended awarded bidder fails to enter into a formal contract within fifteen (15) days after award is made for any reason on their part, 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 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.

**Iowa Department of
Transportation Bid
Specifications**

**Native Grass Seed and Wildflower Seed for
Elkhart Rest Area**

Proposal No.: 14577

Letting Date: July 8, 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.
- ❖ A seed label with Iowa DOT project location and number shall be affixed during shipment to the designated location.

Testing

- ❖ All seed received is subject to testing to verify pure live seed (PLS) percentages stated by the seed provider. Testing costs will be incurred by the DOT. Discrepancies in PLS percentages claimed resulting in less viable seed than was ordered from the seed provider shall be rectified by the seed provider providing additional seed (utilizing the PLS percentage ascertained by the qualification testing) or a credit in an amount equal to the amount of seed shorted by the provider (utilizing the PLS percentage ascertained by the qualification testing).
- ❖ Testing shall be performed by independent seed testing organizations using methods conforming to the Association of Official Seed Analysts (AOSA) "2014 AOSA Rules for Testing" including TZ testing on the remaining ungerminated seed to determine the viability of the ungerminated seed. The test date to determine the percentage of germination shall have been completed within a 6-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.

Other

- ❖ The year seed was harvested shall be indicated on the schedule of prices.
- ❖ 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.
- ❖ 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.
- ❖ Successful Bidder shall be responsible for return freight costs on non-complying seed and may be removed from the bidder's list.
- ❖ Amount of seed ordered may vary from the amount specified in the schedule of prices due to availability and other exigent circumstances.
- ❖ Bids must include shipping charges

Method of award: Prices for all species shall be indicated for pounds and ounces. Award shall be made for all grasses and forbs by species on the lowest bid price after any adjustment as stated below:

1. Seed certified as Source Identified Class, Yellow Tag, Source/G0 – Iowa (any location or multiple collection sites), (no price adjustment to determine awards),
2. Seed certified as Source Identified Class, Yellow Tag, Source/G0 - State other than Iowa to include only those states that border Iowa. (A 20% adjustment will be added to the price of seed sourced from a state bordering Iowa to determine awards.)
3. No cultivated varieties of grasses or forbs will be purchased.

Preference example:

Example grass 1: Source Identified Class, Yellow Tag, Source/G0 – Iowa @ \$2.75/lb. PLS.

Example grass 2: Source Identified Class, Yellow Tag, Source/G0 – other state bordering Iowa @ \$2.35/lb. PLS. Price adjustment calculation: 20% addition to the bid price, ($\$2.35 + .47 = \2.82)

Award: Example grass 1: Source Identified Class, Yellow Tag, Source/G0 – Iowa @ \$2.75 lowest price.

❖ **Source location:**

- ❖ Seed grown in Iowa (Iowa origin) will be chosen over seed grown outside of Iowa. 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 states bordering Iowa. 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:
- ❖ 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. 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.

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 bordering 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.

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.

Delivery:

Once awards have been made, purchase orders will be sent to successful bidders. The seed shall be scheduled as needed for delivery on or before within ten (10) working days to the following address:

Mark Pingenot
5818 28th Avenue
Vinton, IA 52349-9332

Contact Information:

Questions regarding the bidding documents should be directed to:

Purchasing Section

Purchasing Contact – Rhonda Ruark

Phone No.: 515-239-1285

Fax No.: 515-239-1538

Email: rhonda.ruark@dot.iowa.gov

Supplemental 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)

Electronic Schedule of Prices

An electronic Schedule of Prices file is included in the proposal bidding instructions to be submitted with each vendors bid response. The vendor may, at their discretion, provide an electronic schedule of prices for purposes of transferring line item costs into an EXCEL spreadsheet. This process will help expedite the bid tabulation of the "intent to award" process.

Submitted electronic files will be considered a **convenience copy only** and will not be accepted as the "official" submitted bid proposal response. Only the written or typed proposal Bid Response will be considered the official document for purposes of award.

The electronic Schedule of Prices shall be provided by the vendor on removable media such as CD or flash drive. No media will be returned to the vendor and will be considered part of the bid response.

Bidder _____

SEALED BID

LETTING DATE: July 8, 2015
PROPOSAL NO: 14577
PROPOSAL DESCRIPTION: Native Grass and Wildflower Seed for
Elkhart Rest Areas

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