



Request for Bid

Native Grasses and Wildflower Seeds for DOT Projects

Issued by:

IOWA DEPARTMENT OF TRANSPORTATION
Purchasing Section
Proposal No. 15846

Bid Opening Date: February 24, 2016

Bids must be received on or before 1:00 PM Central Time of the bid opening date. Bids received after this date will be rejected

For information about this solicitation contact:

Rhonda Ruark, Purchasing Agent
800 Lincoln Way
Ames, Iowa 50010
Phone: 515-239-1285
E-Mail: rhonda.ruark@dot.iowa.gov

**Issued addenda and all other correspondence
will be posted to Iowa DOT's website:**
<http://www.iowadot.gov/purchasing>



Iowa Department of Transportation Standard Terms and Conditions

For

Submission of Quotations, Bids or Proposals

-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 solicitation 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 solicitation
- Bid Solicitation-
 - 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 solicitation including clearly responding to the contents of the bid solicitation. 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. Solicitation

1. **Bid Opening:** Bid openings are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Quotations, Bids or Proposals received after the time of the bid opening will be returned unopened and considered non-compliant.
2. **Communications:** Questions concerning this solicitation should be directed to the purchasing agent listed on the bid solicitation. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication.
3. **Bid Bond:** If required, the Bid Response page will indicate the dollar amount required to be included in the bid response. A Bid Bond 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 Bid Bond requirement. A properly completed and signed copy of the Bid Bond (*Form 131084*) must accompany the bid. **The Iowa DOT's Bid Bond 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 solicitation. 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 Quotation, Bid or Proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid. Quotations, Bids or Proposals 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 Iowa DOT website at www.iowadot.gov/purchasing under the *Bid Award* link referencing the Solicitation 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 Bid Response.
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 7:00 a.m. and 3:00 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 responsible, responsive bidder whose Quotation, Bid or Proposal meets the requirements of the solicitation and is the most advantageous to the Iowa DOT. 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 solicitation 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. The Iowa DOT may offer a contract extension to the Contractor when a scheduled target date cannot be met.
4. **Consumer Price Index (CPI-U):** A CPI may be allowed as specified in the terms of the bid solicitation and at the discretion of the Iowa DOT based on currently posted CPI-U, US City Average, All Items – non seasonally adjusted unless otherwise specified. This applies each of any subsequent renewals, extensions, amendments issued under the contract for the duration of the contract.

5. **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.
6. **Default (Supplier):** 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.
7. **Default (Contractor):** 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 the Iowa 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 Bid Response, 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. **Indemnification-Goods:** To the extent the goods are not manufactured in accordance with Iowa DOT's designs, Supplier shall defend, indemnify and hold harmless Iowa DOT, its assignees, and other users of the goods from and against any claim of infringement of any letters patent, trade names, trademarks, copyright or trade secrets by reason of sale or use of any articles purchased. Iowa DOT shall promptly notify Supplier of any such claim.
8. **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.
9. **Iowa Open Records Law:** All Bid Responses are subject to terms and provisions of Iowa Code Chapter 22 Examination of Public Records (Open Records), specifically 22.7- Confidential Records.

10. **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.
11. **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 goods or services or both.
12. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
13. **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.

		Bid Opening Date February 24, 2016	Time of Bid Opening 1:00 P.M.	Bid Opening Location 800 Lincoln Way, Ames, IA	
Proposal Number 15846	Description Native Grasses and Wildflower Seeds for DOT Projects				
Contract Begin Date	Contract Completion Date	Bid Bond (\$) Not Required		Performance Bond (Y/N) Not Required	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	
Bidder Contact		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				Bidder is an Iowa Targeted Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No	

GENERAL INFORMATION

This solicitation includes the Bid Response cover page, Schedule of Prices, Standard Terms and Conditions, Supplemental terms (if any), Specifications, Plans and Drawings, mailing label and all other information needed to prepare and submit 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 and bid opening 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.

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

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

Signed _____ Date _____

Schedule of Prices

Scientific Name	Common Name	Total lbs. of pure live seed	Certified Source Identified Class				Certified Source Identified Class(YT),Source/G0 - State						Uncertified Seed		Specify State of Origin (where grown)
			Bid		Specify		Bid		Specify Source/G0 Location				Bid		
			Ibs. Available	Cost/lb.	Source/G0 County or Region; or IEP Zone	State where grown	Ibs. Available	Cost/lb.	State	County or Region	Miles Distance from Iowa Border	State of Origin (where grown)	Ibs. Available	Cost/lb.	
Symphyotrichum oolentangiensis (Iowa Yellow Tag Zone 2)	Sky Blue Aster (Iowa Yellow Tag Zone 2)	10.50													
Symphyotrichum pilosum (Iowa Yellow Tag Zone 2)	Hairy White Oldfield Aster (Iowa Yellow Tag Zone 2)	2.50													
Symphyotrichum puniceum (Iowa Yellow Tag Zone 2)	Purplestem Aster (Iowa Yellow Tag Zone 2)	1.50													
Symphyotrichum sericeum (Iowa Yellow Tag Zone 2)	Silky Aster (Iowa Yellow Tag Zone 2)	2.00													
Tradescantia bracteata	Prairie spiderwort	334.69													
Verbena hastata	Blue vervain	44.52													
Verbena stricta	Hoary Vervain	0.80													
Vernonia fasciculata	Ironweed	166.29													
Veronicastrum virginicum	Culver's root	0.27													
Viola pedatifida (Iowa Yellow Tag Zone 2)	Prairie violet (Iowa Yellow Tag Zone 2)	1.00													
Zizia aurea	Golden alexanders	3.85													

**Oats must be certified seed oats

*Must be debarbed or equal to facilitate in planting.

Authorized Signature: _____

Company Name: _____

Street Address: _____

City/State/Zip Code: _____

Schedule of Prices

Scientific Name	Common Name	Total lbs. of pure live seed	Certified Source Identified Class				Certified Source Identified Class(YT),Source/G0 - State						Uncertified Seed		Specify State of Origin (where grown)
			Bid		Specify		Bid		Specify Source/G0 Location			Bid			
			lbs. Available	Cost/lb.	Source/G0 County or Region; or IEP Zone	State where grown	lbs. Available	Cost/lb.	State	County or Region	Miles Distance from Iowa Border	State of Origin (where grown)	lbs. Available	Cost/lb.	

e-mail: _____

I acknowledge receipt of addendum nos. _____

Section 1 Introduction

1.1 Purpose & Overview of the RFB Process

The purpose of this Request for Bid (RFB) is to solicit Bid Responses from responsible, responsive Bidders to provide the goods and/or services identified on the RFB cover page and described further in Section 3 of this RFB.

1.2 Definitions

The terms used in individual sections of this document are intended to be consistent with those commonly used in the application field in question. When responding, use the terms and acronyms used in this document, and define any terms or conditions that require further clarification.

1.2.1 “Bid Response” means the bid document submitted by the bidder in response to the RFB.

1.2.2 “Contract” or “Resulting Contract” means the contract(s) entered into with the successful Bidder(s) as described in section 4.

1.2.3 “Bidder” means individual, company or entity submitting a response in response to the RFB.

1.2.4 “Iowa DOT” means the Iowa Department of Transportation.

1.2.5 “Participating Agency” or “Participating Agencies” means all state boards and commissions, and any political subdivisions as identified on the RFB cover sheet as Participating Agencies and any other agency that decides to utilize the executed contract.

1.2.6 “Purchase Order” means the documentation issued by the State to the Contractor for a purchase of goods and/or services in accordance with the terms and conditions of the Contract. It may include an identification of the items to be purchased, the delivery date and location, the address where the supplier should submit the invoices, and any other requirements deemed necessary by the State. Any preprinted contract terms and conditions included on Bidder’s forms or invoices shall be null and void.

1.2.7 “Responsible Bidder” means a bidder that has the capability in all respects to perform the requirements of the Bid Proposal specifications. In determining whether a Bidder is a responsible, responsive Bidder, the Iowa DOT may consider various factors including, but not limited to, the Bidder’s competence and qualifications to provide the goods or services requested, the Bidder’s integrity and reliability, the past performance of the Bidder relative to the quality of the goods or services offered by the Bidder, the proposed terms of delivery, and the best interest of the Iowa DOT and Participating Agencies.

1.2.8 “RFB” means Request for Bid and any attachments, exhibits, schedules or addenda hereto. A written response by a Bidder shall be considered a bid and referred to as a Bid Response.

1.2.9 “State” means the Iowa DOT, State of Iowa, and Participating Agencies identified on the title page and all state agencies, boards, and commissions, and any political subdivisions making purchases off of the resulting Contract as permitted by this RFB.

1.3 General

1.3.1 Owner:

The Owner of these projects is the Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa 50010.

1.4 Bidding Documents

1.4.1 Addenda

- Addenda, if issued, will be posted to the Iowa DOT's website. All addendums must be acknowledged by bidders and included in the Bid Response.
- All addenda so issued shall become part of the contract documents.

1.4.2 Withdrawal Period

Prime Contractors, subcontractors and material suppliers on these projects agree to guarantee their proposal costs and work to be performed for a period of thirty (30) days after the date of receipt of bids.

Section 2 Administrative Information

2.1 Issuing Agent

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

2.2 Restriction on Communication

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

The Issuing Agent will respond only to questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted in writing to the Issuing Officer. Verbal questions related to the interpretation of this RFB will not be accepted. Questions related to the interpretation of this RFB must be submitted as provided in section 2.5. Contractors may be disqualified if they contact any state employee other than the Issuing Agent. *Exception: Contractors may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.*

In NO CASE shall verbal communication override written communications. Only written communications are binding on the State.

The Iowa DOT assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a contract, unless such representations are specifically incorporated into this RFB. Verbal discussions pertaining to modifications or clarifications of this RFB shall not be considered part of the RFB unless confirmed in writing. All such requests for clarification shall be submitted in writing. Any information provided by the Contractor verbally shall not be considered part of that Contractor's proposal. Only written communications from the Contractor and received by the Department shall be accepted.

With the exception of the written Bid Response which must be submitted by Contractors in accordance with Section 2 herein, communications between the

Issuing Agent and Contractors may be conducted by regular prepaid US mail, courier service, e-mail or facsimile transmission.

2.3 Downloading the RFB from the Internet

All correspondence for this Bid Proposal will be posted on the Iowa DOT's website at www.iowadot.gov/purchasing/lettingschedule. **Bidders are required** to visit the Iowa DOT's home page periodically for any and all addendums or other pertinent information regarding this bid opportunity.

2.4 Questions, Requests for Clarification, and Suggested Changes

Contractors are invited to submit written questions and requests for clarifications regarding the RFB on or before February 17, 2016. The questions, requests for clarifications or suggestions must be in writing and received by the Issuing Agent on or before the bid opening. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFB must be referenced.

The Iowa DOT assumes no responsibility for verbal representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFB.

Each bidder must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful bidder of their obligation to furnish all services required to carry out the provisions of his contract. Insofar, as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with the work of any other contractor.

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

2.5 Revisions to Contractor Bid Response

Contractors who submit Bid Proposals in advance of the bid opening date may withdraw, modify, and resubmit Bid Proposals at any time until the bid opening date and time. Contractors must notify the Issuing Agent in writing if they wish to withdraw their Bid Response. A Contractor shall not withdraw its Bid Response or its prices prior to the end of the one hundred and eighty (180) day period immediately following the notice of intent to award a contract.

2.6 Submission of Bid Responses

The Iowa DOT must receive Bid Responses addressed to the Department of Transportation, Purchasing Section, 800 Lincoln Way, Ames, Iowa 50010 before the bid due date. **This is a mandatory requirement and will not be waived by the Iowa DOT.** Any Bid Response received after this deadline will be rejected and returned unopened to the contractor.

Contractors mailing Bid Responses must allow ample mail delivery time to ensure receipt by the Iowa DOT on or before the due date. Postmarking by the due date will not substitute for actual receipt of the Bid Response.

Electronic mail and faxed Bid Responses will not be accepted.

Contractors must furnish all information necessary to evaluate the Bid Response. Bid Responses that fail to meet the mandatory requirements of the RFB will be disqualified. Verbal information provided by the Contractor shall not be considered part of the Contractor's Bid Response.

2.7 Bid Response Opening

The Iowa DOT will open Bid Responses on the date and time stated on the cover page. Bid Responses will remain confidential until a bid tabulation has been posted on the Iowa DOT's website for all bidders to view the results in the form of "Intent to Award". See Iowa Code Section 72.3.

The names of the Suppliers who submit compliant Bid Responses within the time frame permitted will be available for public review after the contract has been awarded.

2.8 Costs of Preparing the Bid Response

The costs of preparation and delivery of a Bid Response are solely the responsibility of the Contractor.

No payments shall be made by the State to cover costs incurred by any Contractor in the preparation of or the submission of this RFB or any other associated costs.

2.9 Reasonable Accommodations

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

2.10 Rejection of Bid Responses

The Iowa DOT reserves the right to reject any or all Bid Responses, in whole or in part, received in response to this RFB at any time prior to the execution of a written contract. Issuance of this RFB in no way constitutes a commitment by the Iowa DOT to award a contract. This RFB is designed to provide Contractors with the information necessary to prepare a competitive Bid Response. This RFB process is for the Iowa DOT benefit and is intended to provide the Iowa DOT with competitive information to assist in the selection of a Contractor to provide services.

It is not intended to be comprehensive and each Contractor is responsible for determining all factors necessary for submission of a comprehensive Bid Response.

The Iowa DOT reserves the right to negotiate the terms of the contract, including the award amount, with the awarded Contractor prior to entering into a contract. If contract negotiations cannot be concluded successfully, the Iowa DOT reserves the right to negotiate a contract with the next lowest Bidder.

2.11 Disqualification

The Iowa DOT may reject outright and shall not evaluate proposals for any one of the following reasons:

2.11.1 The Contractor states that a requirement of the RFB cannot be met.

2.11.2 The Contractor's Bid Response materially changes a requirement of the RFB or the Bid Response is not compliant with the requirements of the RFB.

2.11.3 The Contractor's response limits the rights of the Iowa DOT.

2.11.4 The Contractor fails to include a bid bond or bid security, *if required*. See Bid Response cover page and **Section 2.33**.

2.11.5 The Contractor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee (if required).

2.11.6 The Contractor presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of this RFB.

2.11.7 The Contractor initiates unauthorized contact regarding the RFB with state employees.

2.11.8 The Contractor provides misleading or inaccurate responses.

2.11.9 The Contractor fails to attend the mandatory Contractors Conference or Pre-Bid meeting.

2.11.10 The Contractor's Bid Response is materially unbalanced.

2.11.11 There is insufficient evidence (including evidence submitted by the Contractor and evidence obtained by the Iowa DOT from other sources) to satisfy the Iowa DOT that the Contractor is a "Responsible Contractor".

2.11.12 The Contractor alters the Bid Proposal language in any way.

2.12 Nonmaterial and Material Variances

The Iowa DOT reserves the right to waive or permit cure of nonmaterial variances in the Bidder's Bid Response if, in the judgment of the Iowa DOT, it is in the Iowa DOT best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not change the relative standing or otherwise prejudice other Contractors; that do not change the meaning or scope of the RFB; or that do not reflect a material change in the services. In the event the Iowa DOT waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Contractor from full compliance with RFB specifications or other contract requirements if the Contractor is awarded the contract. The determination of materiality is in the sole discretion of the Iowa DOT.

2.13 Bid Response Clarification Process The Iowa DOT reserves the right to contact a Contractor after the submission of Bid Response for the purpose of clarification to ensure mutual understanding.

This contact may include written questions, interviews, site visits, a review of past performance if the Contractor has provided goods or services to the Iowa DOT or any other political subdivision wherever located, or requests for corrective pages in the Contractor's Bid Response. An individual authorized to legally bind the Contractor shall sign responses to any request for clarification. Responses shall be submitted to the Iowa DOT within the time specified in the Iowa DOT request. Failure to comply with requests for additional information may result in rejection of the Bid Response as non-compliant.

2.14 Public Records and Requests for Confidential Treatment

The Iowa DOT may treat all information submitted by a Contractor as public information following the conclusion of the Intent to Award. Iowa DOT release of information is governed by Iowa Code chapter 22. Contractors are encouraged to familiarize themselves with chapter 22 before submitting a Bid Response. The Iowa DOT will copy and produce public records as required to comply with the public records laws.

2.15 Release of Claims

By submitting a Bid Response, the Contractor agrees that it will not bring any claim or cause of action against the Iowa DOT based on any misunderstanding concerning the information provided herein or concerning the Iowa DOT failure, negligent or otherwise, to provide the Contractor with pertinent information as intended by this RFB.

2.16 Award Notice and Acceptance Period

Notice of intent to award will be posted on the Iowa DOT's website at www.iowadot.gov/purchasing/bidaward. Final negotiation and execution of the contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by the Iowa DOT.

If the successful Contractor fails to negotiate and deliver an executed contract by that date, the Iowa DOT in its sole discretion may cancel the award and redirect the contract to the next lowest bidder meeting the specifications.

2.17 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by state employees and requires certain individuals to disclose information concerning their activities with state government. Contractors are responsible to determine the applicability of this Chapter to their activities and to comply with the requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be submitted to the proper prosecuting attorney.

2.18 No Minimum Guaranteed

The Iowa DOT anticipates that the selected Contractor will provide services as requested by the Iowa DOT. The Iowa DOT will not guarantee any minimum compensation will be paid to the Contractor or any minimum usage of the Contractor's services.

2.19 Conflicts Between Terms

The Iowa DOT reserves the right to accept or reject any exception taken by the Contractor to the terms and conditions contained in this RFB. Should the Contractor take exception to the terms and conditions required by the Iowa DOT, the Contractor's exceptions may be rejected and the entire proposal declared nonresponsive. The Iowa DOT may elect to negotiate with the Contractor regarding contract terms that do not materially alter the substantive requirements of the request for proposals or the contents of the Contractor's Bid Response.

2.20 Contractors Responsibilities

Licenses, Permits and Inspections

The Bidders shall comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work. Bidders shall pay for all licenses, permits and inspection fees required for its work. Bidders must furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work.

Section 3 General Requirements

3.1 Scope of Work

Bagging Requirements:

1. 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.
2. **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.

3. 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 submitted to the contracting agency with the bid response documents.**
4. A seed label with the Iowa DOT purchase number shall be affixed during shipment to the designated location.
5. Once seed has been shipped to and received at the required location designated by the Iowa DOT, a payment will be processed.
6. Purchase orders will be issued on an as-needed basis throughout the contract period.
7. Seed shall be available for shipping beginning on or before **March 28, 2016.**
8. Iowa DOT Staff may inspect seed prior to and after shipping.
9. If successful Bidder ships an alternate seed or in bulk (not PLS), this shall not be accepted. The only exception to this is Seed Oats, which may be shipped bulk.
10. Successful Bidder shall be responsible for return freight costs on non-complying seed and may be removed from the bidder’s list.
11. Iowa State University, a non-biased land grant institution, will be used to verify seed germination and amount of PLS. Seed sampling for the tests will be performed after the contract award of this contract by DOT staff.
12. **Bids must include shipping charges.**

Other Conditions:

1. Big bluestem, Canada wildrye, Virginia wildrye, Indiangrass, and Little bluestem must be debarbed or equal to facilitate in planting.
2. Oats must be certified seed oats.
3. Once awards have been made, purchase orders will be sent to successful bidders.
4. The seed shall be delivered on or before March 28, 2016 to the following address:

Allendan Seed Company % Iowa DOT Erosion Control; 1966 175th Lane; Winterset, IA 50273

Section 4 Contract Terms & Conditions
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4.1 Method Award:

Award shall be made for all grasses and forbs by species on the lowest bid price as stated below.

1. 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.
2. The DOT reserves the right to select bids within Selection Groups 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.
3. Vendor must indicate State and County or region of Source/G0 and approximate miles to nearest Iowa border.

4. 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:
 - a. Seed grown in Iowa (Iowa origin) will be chosen over seed grown outside of Iowa.
 - b. If multiple bidders offer equal quantities at the same price, a drawing will be held to determine award.
 - c. 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. Example \$2.764 is rounded down to \$2.76 and \$2.765 is rounded up to \$2.77.
5. If the lowest responsive bidder(s) do not meet the total required quantity, the next lowest responsive bidder will be awarded the balance.
6. The DOT reserves the right to reject any or all bids.
7. Bids may be rejected for the presence of weed seed, either as noted in the Seed Analyst Report, or found by DOT spot sampling. No weed species will be allowed that are listed in the North American Weed Management Association (NAWMA) Weed Seed Free Forage and Mulch Program Certification Standards, Appendix A, Noxious Weed and Undesirable Plant List http://www.iowacrop.org/pdf/Forage_Mulch/Weed%20List.pdf.
8. Seed may be purchased from a second grower even when price is higher in order to obtain seed more regionally adapted for distribution to northern and southern counties.

Native Grass and Wildflower Bid Price Evaluation Adjustment

1. For seed certified as Source Identified Class, Yellow Tag, Source/G0 – Iowa (any location or multiple collection sites), bid evaluation price will not be adjusted
2. For seed certified as Source Identified Class, Yellow Tag, Source/G0 - State other than Iowa, bid evaluation price will be adjusted by 1.2 times the bid price.
3. For seed that is not Source Identified Class, Yellow Tag, Source/G0, bid evaluation price will be adjusted by 1.5 times the bid price. No cultivated varieties of grasses and forbs will be purchased.

Adjusted Bid Price Evaluation example:

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

#2 XYZ grass: Source Identified Class, Yellow Tag, Source/G0 – other state Bid Submitted @ \$2.35/lb. PLS.

#3 XYZ grass: not Source Identified Class, Yellow Tag, Source/G0 Bid Submitted @ \$1.86/lb. PLS

#1 XYZ grass: Source Identified Class, Yellow Tag, Source/G0 – Iowa Bid Submitted @ \$2.75/lb. PLS. Adjusted Bid Price Evaluation for #1 XYZ grass: \$2.75

#2 XYZ grass: Source Identified Class, Yellow Tag, Source/G0 – other state Bid Submitted @ \$2.35/lb. PLS. Adjusted Bid Price Evaluation for #2 XYZ grass: $\$2.35 * 1.2 = \2.82

#3 XYZ grass: Not Source Identified Class, Yellow Tag, Source/G0 Bid Submitted @ \$1.80/lb. PLS. Adjusted Bid Price Evaluation for #3 XYZ grass: $\$1.86 * 1.5 = \2.79

Award: #1 XYZ grass Source Identified Class, Yellow Tag, Source/G0 – Iowa @ \$2.75

Protests of award recommendations shall be made in accordance with Paragraph 761--20.4(6)"e", Iowa Administrative Code.

4.2 Public Contract Termination

The provisions of Iowa law as contained in Chapter 573A of the Code of Iowa, an Act to provide for termination of contracts for the construction of public improvements when construction or work thereon is stopped because of national emergency, shall apply to and be a part of this Contract, and shall be binding upon all parties hereto, including sub-contractors and sureties upon any bond given or filed in connection herewith.

Bidder _____

SEALED BID

LETTING DATE: February 24, 2016
PROPOSAL NO: 15846
PROPOSAL DESCRIPTION: Native Grass and Wildflower Seed for DOT

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