



**Request for Bid
For**

**Weed Abatement and Control Spraying Statewide
Issued by:**

IOWA DEPARTMENT OF TRANSPORTATION
Purchasing Section
Proposal No. **16598**

Bid Opening Date: June 1, 2016

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

For information about this solicitation contact:

Rhonda Ruark, Purchasing Agent 3
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>**

Procurement Timetable

The following dates are set forth for informational and planning purposes. The Iowa DOT reserves the right to revise the dates as needed. All times listed are Central Time.

Event/Dates	Section Reference	Date/Time
Issue RFB	cover	May 11, 2016
Bidders Conference (Pre-Bid) <input type="checkbox"/> <i>Box will be checked when attendance is mandatory</i> Location:	2.28	Not Required
Bidder Questions, Requests for Clarification, & Changes <i>(no later than)</i>	2.2/2.5	May 23, 2016
DOT Response to Questions Issued <i>(no later than)</i>	2.2/2.5	May 26, 2016
Bid Opening/Proposal Due	2.8/2.9	June 1, 2016
Presentations & Demonstrations "Short list" <i>(by invitation only)</i>	2.22	Not Applicable
Announce Successful Bidder Intent to Award* <i>see note below</i>	2.22	June 8, 2016
Contract Begin Date	4.2	July 1, 2016
Contract End Date	4.2	December 31, 2017

*Intent to Award - See Section 2.22

It is intended that Bid Responses will be evaluated and a notice of "intent to award" will be issued within thirty (30) days of the bid opening date. Bid Responses prices, terms and conditions must be held firm for a 180-day period from the date of the notice of "intent to award".



Solicitation Response

		Response Due Date June 1, 2016	Time 1:00 P.M.	Location 800 Lincoln Way, Ames, IA	
Proposal Number 16598	Description Weed Abatement and Control Spraying Statewide				
Contract Begin Date July 1, 2016	Contract Completion Date December 31, 2017	Bid Bond N/A () % of submitted bid	Performance Bond (Y/N) N	Liquidated Damages N/A	
Purchasing Agent assigned Rhonda Ruark	E-mail Address rhonda.ruark@dot.iowa.gov	Phone 515-239-1285	Fax 515-239-1538		
RESPONDER INFORMATION					
Company Name			Federal Tax ID		
Street Address		City	State	Zip Code	
Contact Name	E-mail Address		Phone	Fax	
Responder agrees to sell goods/services or both 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			Responder is an Iowa Targeted Small Business <input type="checkbox"/> Yes <input type="checkbox"/> No		

GENERAL INFORMATION

This solicitation includes the Solicitation 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 response to the solicitation. Information in the "Solicitation 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 solicitation prior to the response due date and time. Please use the furnished mailing label, or label the response as "Iowa Department of Transportation, proposal number and response due date on the outside of the return envelope. Responders may personally deliver, mail, or select a carrier that ensures timely delivery. **Faxed or e-mail responses will not be accepted.**

If required, each response must be accompanied by a bid bond in an accepted form, in the percent amount indicated above. Refer to the Standard Terms and Conditions for the accepted forms in which the bid bond requirement may be fulfilled. **Responses without a required bid bond will not be considered for award.** If the intended awarded responder fails to enter into a formal contract within fifteen (15) days after award is made for any reason on their part, the bid bond 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 response; that this response has been independently arrived at without collusion with any other responder, competitor, or potential competitor; and that this response has not been knowingly disclosed prior to the opening of responses to any other responder or competitor.

We certify that all materials, equipment goods 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 solicitation documents.

Signed _____ Date _____



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 solicitation shall become a part of a contract or purchase order. In case of a discrepancy between the contents of the solicitation documents, the following items listed by descending order shall prevail:

- Addendums to the solicitation
- 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 Solicitation or Bid Response: All responses must clearly address all aspects of the solicitation. Responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT.

Responses must be signed and received prior to the opening date and time indicated on the Solicitation Response page or other specified areas throughout the solicitation document. The Responder's signed Response shall become the official Response to be considered for award.

No email, fax or web link bid Responses will be accepted. Responses must be signed, sealed and delivered in person or by a mail courier that ensures timely delivery.

A. Solicitation

1. **Opening:** The openings of responses are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Responses received after the time of the 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 Solicitation Response page. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication.
3. **Bid Bond:** If required, the Solicitation Response page will indicate the fixed percent of the bid security based on the amount of the Bidder's bid. 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 in the response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as requested in the solicitation. If there is a discrepancy between the unit bid prices, extended price, or total amount of response, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase order. 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 responses and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s) or provider. The Iowa DOT also reserves the right to accept that response which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional response including any ties to another response or any reservations about accepting an award or entering into a contract, may result in rejection of the response. Responses must remain available for award for thirty (30) days from opening date and time.
6. **Results & Disclosure:** Tabulation results will be posted on the Iowa 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 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 response.
7. **Quality of Goods:** 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 Solicitation 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 response 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 Responder whose Quotation, Bid or Proposal meets the requirements of the solicitation and is the most advantageous to the Iowa DOT. An Iowa company or individual will be given preference over an out-of-state company or individual when 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 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 Contractor 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 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 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 or contract 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, service provider 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 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:** Responders to the solicitation 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 Solicitation 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 Responder. Following termination upon notice, the Responder shall be entitled to compensation upon submission of invoices and proper proof of claim for goods and services under contract up to and including the date of termination.



Schedule Of Prices

Number	16598
Date Required	06/01/2016 1:00 PM

Title Statewide Weed Abatement and Control Spraying Services

Vendor

Delivery Location

PA Name Rhonda J Ruark

Shipping Terms FOB Job Site

Phone 515-239-1285

E-Mail rhonda.ruark@dot.iowa.gov

Description

Product Availability Days: _____

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	Weed Abatement and Control for Polk County Metro & Webster County					
1.1	1	JOB	Fall 2016 Herbicide Application Polk County Metro I-80 mm 120 to mm 144 - 24 miles I-35 mm 68 to mm 73 - 5 miles I-35 mm 87 to mm 91 - 4 miles US-65 mm 70 to mm 84 - 14 miles IA-5 mm 95 to mm 104 - 9 miles Webster County US-20 mm 116 to mm 125 - 9 miles To include all interchange ramps and quadrants within the outlined perimeters listed above			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1.2	1	JOB	<p>Spring 2017 Herbicide Application</p> <p>Polk County Metro</p> <p>I-80 mm 120 to mm 144 - 24 miles</p> <p>I-35 mm 68 to mm 73 - 5 miles</p> <p>I-35 mm 87 to mm 91 - 4 miles</p> <p>US-65 mm 70 to mm 84 - 14 miles</p> <p>IA-5 mm 95 to mm 104 - 9 miles</p> <p>Webster County</p> <p>US-20 mm 116 to mm 125 - 9 miles</p> <p>To include all interchange ramps and quadrants within the outlined perimeters listed above</p>			
Comments:						
1.3	1	JOB	<p>Fall 2017 Herbicide Application</p> <p>Polk County Metro</p> <p>I-80 mm 120 to mm 144 - 24 miles</p> <p>I-35 mm 68 to mm 73 - 5 miles</p> <p>I-35 mm 87 to mm 91 - 4 miles</p> <p>US-65 mm 70 to mm 84 - 14 miles</p> <p>IA-5 mm 95 to mm 104 - 9 miles</p> <p>Webster County</p> <p>US-20 mm 116 to mm 125 - 9 miles</p> <p>To include all interchange ramps and quadrants within the outlined perimeters listed above</p>			
Comments:						
2	Weed Abatement and Control Charles City, Osage, New Hampton Area of Responsibility					

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
2.1	1	JOB	Fall 2016 Herbicide Application Hwy 9 180.2 - 188.7 Hwy 9 197.0 - 198.6 Hwy 9 203.5 - 216.5 Hwy 14 170.43 - 187.0 Hwy 18 201.2 - 218.1 Hwy 18 218C.5 - 243.5 Hwy 18 244.5 - 252.03 Hwy 24 1.0 - 8.0 Hwy 24 9.0 - 15.5 Hwy 63 187.84 - 196.76 Hwy 63 203.76 - 234.6 Hwy 218 212.4 - 229.2 Hwy 218 238.0 - 248.6 Hwy 218 253.5 - 264.0 Hwy 218 265.0 - 273.3 Hwy 346 1.5 - 12.1			
Comments:						
2.2	1	JOB	Spring 2017 Herbicide Application Hwy 9 180.2 - 188.7 Hwy 9 197.0 - 198.6 Hwy 9 203.5 - 216.5 Hwy 14 170.43 - 187.0 Hwy 18 201.2 - 218.1 Hwy 18 218C.5 - 243.5 Hwy 18 244.5 - 252.03 Hwy 24 1.0 - 8.0 Hwy 24 9.0 - 15.5 Hwy 63 187.84 - 196.76 Hwy 63 203.76 - 234.6 Hwy 218 212.4 - 229.2 Hwy 218 238.0 - 248.6 Hwy 218 253.5 - 264.0 Hwy 218 265.0 - 273.3 Hwy 346 1.5 - 12.1			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
2.3	1	JOB	Fall 2017 Herbicide Application Hwy 9 180.2 - 188.7 Hwy 9 197.0 - 198.6 Hwy 9 203.5 - 216.5 Hwy 14 170.43 - 187.0 Hwy 18 201.2 - 218.1 Hwy 18 218C.5 - 243.5 Hwy 18 244.5 - 252.03 Hwy 24 1.0 - 8.0 Hwy 24 9.0 - 15.5 Hwy 63 187.84 - 196.76 Hwy 63 203.76 - 234.6 Hwy 218 212.4 - 229.2 Hwy 218 238.0 - 248.6 Hwy 218 253.5 - 264.0 Hwy 218 265.0 - 273.3 Hwy 346 1.5 - 12.1			
Comments:						
3	Weed Abatement and Control Hanlontown & Mason City Area of Responsibility					
3.1	1	JOB	Fall 2016 Herbicide Application I 35 MP 182.56 to MP 218.63 IA 9 MP 157.06 to MP 179.24 US 65 MP 178.59 to MP 194.00 US 65 MP 198.00 to MP 205.78 US 65 MP 205.78 to MP 221.20 US 18 MP 172.91 to MP 175.30 US 18 MP 178.70 to MP 201.20 IA 122 MP 0.00 to MP 6.00 IA 122 MP 10.00 to MP 12.75			
Comments:						
3.2	1	JOB	Spring 2017 Herbicide Application I 35 MP 182.56 to MP 218.63 IA 9 MP 157.06 to MP 179.24 US 65 MP 178.59 to MP 194.00 US 65 MP 198.00 to MP 205.78 US 65 MP 205.78 to MP 221.20 US 18 MP 172.91 to MP 175.30 US 18 MP 178.70 to MP 201.20 IA 122 MP 0.00 to MP 6.00 IA 122 MP 10.00 to MP 12.75			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
3.3	1	JOB	Fall 2017 Herbicide Application I 35 MP 182.56 to MP 218.63 IA 9 MP 157.06 to MP 179.24 US 65 MP 178.59 to MP 194.00 US 65 MP 198.00 to MP 205.78 US 65 MP 205.78 to MP 221.20 US 18 MP 172.91 to MP 175.30 US 18 MP 178.70 to MP 201.20 IA 122 MP 0.00 to MP 6.00 IA 122 MP 10.00 to MP 12.75			
Comments:						
4	Weed Abatement and Control Latimer & Clarion Area of Responsibility					
4.1	1	JOB	Fall 2016 Herbicide Application I 35 MP 159.93 to MP 182.56 IA 3 MP 161.15 to MP 193.80 IA 3 MP 129.30 to MP 159.33 US 65 MP 155.44 to MP 178.59 IA 17 MP 68.98 to MP 102.62 US 69 MP 147.78 to MP 175.01			
Comments:						
4.2	1	JOB	Spring 2017 Herbicide Application I 35 MP 159.93 to MP 182.56 IA 3 MP 161.15 to MP 193.80 IA 3 MP 129.30 to MP 159.33 US 65 MP 155.44 to MP 178.59 IA 17 MP 68.98 to MP 102.62 US 69 MP 147.78 to MP 175.01			
Comments:						
4.3	1	JOB	Fall 2017 Herbicide Application I 35 MP 159.93 to MP 182.56 IA 3 MP 161.15 to MP 193.80 IA 3 MP 129.30 to MP 159.33 US 65 MP 155.44 to MP 178.59 IA 17 MP 68.98 to MP 102.62 US 69 MP 147.78 to MP 175.01			
Comments:						
5	Weed Abatement and Control Spraying Northwest Iowa IA DOT point of contact Todd Cogdill					

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
5.1	1	JOB	Fall 2016 Herbicide Application Hwy 20, MM 5-18.13. end of the bypass on ramp to Merville all ROW including the median.			
Comments:						
5.2	1	JOB	Spring 2017 Herbicide Application Hwy 20, MM 5-18.13. end of the bypass on ramp to Merville all ROW including the median.			
Comments:						
5.3	1	JOB	Fall 2017 Herbicide Application Hwy 20, MM 5-18.13. end of the bypass on ramp to Merville all ROW including the median.			
Comments:						
6	Weed Abatement and Control Spraying Northwest Iowa					
6.1	1	JOB	Fall 2016 Herbicide Application 20/75 bypass, Nebraska to Plymouth county line. MM 0-4.5 hwy 20 and MM 93.86- 100.45 on hwy 75 this would include the systems interchange of 20 and 29 ramps and quadrants along with all other ramps and quadrants and median.			
Comments:						
6.2	1	JOB	Spring 2017 Herbicide Application 20/75 bypass, Nebraska to Plymouth county line. MM 0-4.5 hwy 20 and MM 93.86- 100.45 on hwy 75 this would include the systems interchange of 20 and 29 ramps and quadrants along with all other ramps and quadrants and median.			
Comments:						
6.3	1	JOB	Fall 2017 Herbicide Application 20/75 bypass, Nebraska to Plymouth county line. MM 0-4.5 hwy 20 and MM 93.86- 100.45 on hwy 75 this would include the systems interchange of 20 and 29 ramps and quadrants along with all other ramps and quadrants and median.			
Comments:						
7	Weed Abatement and Control Spraying Northwest Iowa					
7.1	1	JOB	Fall 2016 Herbicide Application Business 75/376/Lewis Blvd (this is all the same road, just has three different names), MM 90.77- 100 all grass ROW including ramps and quadrants and median along with weed and grass control in the paved median cracks.			
Comments:						
7.2	1	JOB	Spring 2017 Herbicide Application Business 75/376/Lewis Blvd (this is all the same road, just has three different names), MM 90.77- 100 all grass ROW including ramps and quadrants and median along with weed and grass control in the paved median cracks.			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
7.3	1	JOB	Fall 2017 Herbicide Application Business 75/376/Lewis Blvd (this is all the same road, just has three different names), MM 90.77- 100 all grass ROW including ramps and quadrants and median along with weed and grass control in the paved median cracks.			
Comments:						
8	Weed Abatement and Control Spraying Northwest Iowa					
8.1	1	JOB	Fall 2016 Herbicide Application Hwy 75 MM 100.45- 105.5 all grass ROW including the median and paved shoulder crack weed and grass control.			
Comments:						
8.2	1	JOB	Spring 2017 Herbicide Application Hwy 75 MM 100.45- 105.5 all grass ROW including the median and paved shoulder crack weed and grass control.			
Comments:						
8.3	1	JOB	Fall 2017 Herbicide Application Hwy 75 MM 100.45- 105.5 all grass ROW including the median and paved shoulder crack weed and grass control.			
Comments:						
9	Weed Abatement and Control Spraying Southwest Iowa IA DOT point of contact Kurt Reason					
9.1	1	JOB	Fall 2016 Herbicide Application IA 2 MP 85.06 to MP 108.15 US 34 MP 49.1 to MP 101.03 IA 92 MP 58.4 to MP 103.77 IA 25 MP 9.6 to MP 28.05 IA 25 MP 35.71 to MP 73.92 IA 148 MP 21.5 to MP 50.03 US 169 MP 0 to MP 40.21 US 169 MP 46.39 to MP 67.62			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
9.2	1	JOB	Spring 2017 Herbicide Application IA 2 MP 85.06 to MP 108.15 US 34 MP 49.1 to MP 101.03 IA 92 MP 58.4 to MP 103.77 IA 25 MP 9.6 to MP 28.05 IA 25 MP 35.71 to MP 73.92 IA 148 MP 21.5 to MP 50.03 US 169 MP 0 to MP 40.21 US 169 MP 46.39 to MP 67.62			
Comments:						
9.3	1	JOB	Fall 2017 Herbicide Application IA 2 MP 85.06 to MP 108.15 US 34 MP 49.1 to MP 101.03 IA 92 MP 58.4 to MP 103.77 IA 25 MP 9.6 to MP 28.05 IA 25 MP 35.71 to MP 73.92 IA 148 MP 21.5 to MP 50.03 US 169 MP 0 to MP 40.21 US 169 MP 46.39 to MP 67.62			
Comments:						
10	Weed Abatement and Control Spraying Knoxville, Martensdale & Osceola Areas of Responsibility IA DOT point of contact Todd Netley District 5 Phone 515-250-3374 276 centerlines miles of Right of Way					
10.1	1	JOB	Fall 2016 Herbicide Application IA 14 MP 42.0 to MP 24.0 IA 14 MP 56.8 to MP 45.0 IA 5 MP 71.25 to MP 45.09 IA 92 MP 146.97 to MP 140.0 IA 92 MP 168.59 to MP 157.95 IA 28 MP 0.0 to 8.1 I 35 MP 63.0 to MP 52.0 (2X) IA 92 MP 12 .0 to MP 10 .0 US 65 MP 58.0 to MP 42.0 I 35 MP 52.0 to MP 18.0 (2X) I 35 U h 18.0 U h 52.0 Uo U h 18.0 U h 52.0 US 69 MP 63.55 to MP 30.08			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
10.2	1	JOB	Spring 2017 Herbicide Application IA 14 MP 42.0 to MP 24.0 IA 14 MP 56.8 to MP 45.0 IA 5 MP 71.25 to MP 45.09 IA 92 MP 146.97 to MP 140.0 IA 92 MP 168.59 to MP 157.95 I 35 MP 52.0 to MP 18.0 (2X) IA 28 MP 0.0 to 8.1 I' 'U h' ' ' 'U h' ' ' Ⓔ IA 92 MP 132.0 to MP 140.0 US 65 MP 58.0 to MP 42.0 I' 'U h' ' ' 'U h' Uo' 'U h' ' ' 'U h' 'US 69 MP 63.55 to MP 30.08			
Comments:						
10.3	1	JOB	Fall 2017 Herbicide Application IA 14 MP 42.0 to MP 24.0 IA 14 MP 56.8 to MP 45.0 IA 5 MP 71.25 to MP 45.09 IA 92 MP 146.97 to MP 140.0 IA 92 MP 168.59 to MP 157.95 IA 28 MP 0.0 to 8.1 I' 'U h' ' ' 'U h' ' ' Ⓔ IA 92 MP 132.0 to MP 140.0 US 65 MP 58.0 to MP 42.0 I 35 MP 52.0 to MP 18.0 (2X) I' 'U h' ' ' 'U h' Uo' 'U h' ' ' 'U h' 'US 69 MP 63.55 to MP 30.08			
Comments:						
11	Weed Abatement and Control Spraying Linn County & Jones County					
11.1	1	JOB	Fall 2016 Herbicide Application HWY 151 - mm 30 to 74 - (Linn / Jones Co.) HWY 30 - mm 244 to 268 - (Linn Co.) Interstate 380 - mm 12 to 29 - (Linn / Jones Co.)			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
11.2	1	JOB	Spring 2017 Herbicide Application HWY 151 - mm 30 to 74 - (Linn / Jones Co.) HWY 30 - mm 244 to 268 - (Linn Co.) Interstate 380 - mm 12 to 29 - (Linn / Jones Co.)			
Comments:						
11.3	1	JOB	Fall 2017 Herbicide Application HWY 151 - mm 30 to 74 - (Linn / Jones Co.) HWY 30 - mm 244 to 268 - (Linn Co.) Interstate 380 - mm 12 to 29 - (Linn / Jones Co.)			
Comments:						

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

Signature: _____ Date: _____

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. The Iowa Department of Transportation (Iowa DOT) intends to award a contract(s) beginning and ending on the dates listed on the Procurement Timetable. Any contract(s) resulting from the RFB shall not be an exclusive contract.

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 “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.

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

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

1.2.4 “Bidder” means individual, company or entity submitting a response.

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

1.2.6 “Procurement Timetable” (*on the page immediately following the RFB cover*) provide timeline, event and date information.

1.2.7 “Responsible Bidder” means a bidder that has the capability in all respects to perform the requirements of the solicitation 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.

1.2.8 “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.

1.2.9 “Subcontractor” Includes every person furnishing material, equipment or performing labor as a sublet of any part of contract.

1.3 Owner:

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

Project Location:

See “Schedule of Prices” for specific locations Statewide.

1.4 Bidding Documents 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 issued shall become part of the contract documents.

Section 2 Administrative Information

2.1 Issuing Agent

From the issue date of this RFB until the notice of intent to award is issued (selection and announcement of the successful bidder), the Issuing Agent, identified on the cover page is the sole point of contact regarding the RFB. Bidders may contact only the Issuing Agent.

2.2 Restriction on Communication

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 Agent by the deadline found in the Procurement Timetable. Bidders may be disqualified if they contact any state employee other than the Issuing Agent. *Exception: Bidders 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. Verbal questions related to the interpretation of this RFB will not be accepted.

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. Any information provided by the bidder verbally shall not be considered part of that Bidder's proposal.

With the exception of the written Bid Response which must be submitted by Bidders in accordance with Section 2 herein, communications between the Issuing Agent and Bidders 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 solicitation will be posted on the Iowa DOT's website at: www.iowadot.gov/purchasing/lettingschedule

Bidders are required to visit the Iowa DOT's purchasing 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

Bidders are invited to submit written questions and requests for clarifications regarding the RFB during the time indicated in the Procurement Timetable. Bidders

may also submit suggestions for changes to the requirements of this RFB. The questions, requests for clarifications or suggestions must be in writing and received by the Issuing Agent on or before the deadline stated in the Procurement Timetable. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFB it should be referenced.

Written responses to questions, requests for clarifications or suggestions will be posted on or before the deadline stated in the Procurement Timetable and posted on the Iowa DOT's website (see Section 2.3). If the Iowa DOT decides to adopt a suggestion, the Iowa DOT will issue an addendum to 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 this contract. Insofar, as possible, the Bidder, 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

Bidders who submit Bid Responses in advance of the bid opening date may withdraw, modify, and resubmit their Response at any time prior to the bid opening date and time.

2.6 Bid Opening Date

The Iowa DOT will open Bid Responses on the date and time stated in the Procurement Timetable. Any Bid Response received after this deadline will be rejected and returned unopened to the bidder.

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

Electronic mail and faxed Bid Responses will not be accepted.

2.7 Costs of Preparing the Bid Response

The costs of preparation and delivery of a Bid Response are solely the responsibility of the Bidder. No payments shall be made by the State to cover costs incurred by any Bidder in the preparation or submission of this RFB or any other associated costs.

2.8 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.

2.9 Rejection of Bid Responses

The Iowa DOT reserves the right to reject any or all Bid Responses, in part or in whole, 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 Bidders 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 Bidder to provide services.

It is not intended to be comprehensive and each Bidder 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 successful Bidder 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.

2.10 Disqualification

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

2.10.1 The Bidder states that a requirement of the RFB cannot be met.

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

2.10.3 The Bidder's response limits the rights of the Iowa DOT.

2.10.4 The Bidder fails to include a Bid Bond also known as bid security, *if required*. See Bid Response cover page and **Section 2.30**.

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

2.10.6 The Bidder 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.

2.10.7 The Bidder initiates unauthorized contact regarding the RFB with state employees.

2.10.8 The Bidder provides misleading or inaccurate responses.

2.10.9 The Bidder fails to attend the mandatory Bidders Conference or Pre-Bid meeting.

2.10.10 The Bidder's Bid Response is materially unbalanced.

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

2.12.12 The Bidder alters the solicitation language in any way.

2.13 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 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 Bidders; 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 Bidder from full compliance with RFB specifications or other contract requirements if the Bidder is awarded the contract. The determination of materiality is in the sole discretion of the Iowa DOT.

2.14 Reference Checks

The Iowa DOT reserves the right to contact any reference to assist in the evaluation of the Bid Response, to verify information contained in the Bid Response and to discuss the Bidder's qualifications and the qualifications of any subcontractor identified in the bidders Bid Response.

2.15 Information From Other Sources

The Iowa DOT reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts, the qualifications of any subcontractor identified in the Bidder's Bid Response, specifically, the Bidder's financial stability, past or pending litigation, and publicly available information.

2.16 Verification of Bid Response Contents

The content of a Bid Response submitted by a Bidder is subject to verification. Misleading or inaccurate responses shall result in disqualification and rejection of the Bid Response.

2.17 Bid Response Clarification Process

The Iowa DOT reserves the right to contact a Bidder 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 Bidder has provided goods or services to the Iowa DOT or any other political subdivision wherever located, or requests for corrective pages in the Bidder's Bid Response. An individual authorized to legally bind the Bidder shall sign responses to any request for clarification. Responses shall be submitted to the Iowa DOT within the time specified. Failure to comply with requests for additional information may result in rejection of the Bid Response as non-compliant.

2.18 Disposition of Bid Responses

At the conclusion of the selection process, the contents of all Bid Responses will be in the public domain and be open to inspection by interested parties except for information for which Bidder properly requests confidential treatment or is subject to exceptions provided in Iowa Code Chapter 22 or other applicable law.

2.19 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. The Iowa DOT will copy and produce public records as required to comply with the public records laws.

2.20 Release of Claims

By submitting a Bid Response, the Bidder 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 Bidder with pertinent information as intended by this RFB.

2.21 Award Notice and Acceptance Period

Notice of intent to award will be posted on the Iowa DOT's website at: http://www.iowadot.gov/purchasing/bid_award.htm.

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.

2.22 No Contract Rights until Execution

The full execution of a written contract shall constitute the making of a contract for services and no Bidder shall acquire any legal or equitable rights relative to the contract services until the contract has been fully executed by the successful Bidder and the Iowa DOT.

2.23 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. Bidders 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.

2.24 No Minimum Guaranteed

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

2.25 Conflicts Between Terms

The Iowa DOT reserves the right to accept or reject any exception taken by the Bidder to the terms and conditions contained in this RFB. Should the Bidder take

exception to the terms and conditions required by the Iowa DOT, the Bidder's exceptions may be rejected and the entire proposal declared nonresponsive. The Iowa DOT may elect to negotiate with the Bidder regarding contract terms that do not materially alter the substantive requirements of the request for proposals or the contents of the Bidder's Bid Response.

2.27 Pre-Bid Conferences Are Not Applicable to this Solicitation Opportunity

2.28 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.

2.29 Consideration of Bids

2.29.1 Rejection of Bids

The Iowa DOT reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Iowa DOT that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

2.29.2 Qualification of Bidder

The Iowa DOT may make such investigations as they deem necessary to determine the ability of the Bidder to perform the required work, and the bidder shall furnish to the Iowa DOT all such information and data for this purpose as the Iowa DOT may request.

2.30 Bonds Are Not Applicable to this Solicitation Opportunity

Section 3 General Requirements

3.1 Scope of Work

The successful bidder(s) will be required to provide all labor, materials and equipment necessary for weed abatement and control spraying in designated areas as specified on the "schedule of prices" and shown on attached maps.

All traffic control will be the responsibility of the successful contractor(s).
No spraying will be allowed for fall spraying between July 1 – September 1.
Spring spraying to be completed prior to July 1, 2017.

Color dye shall be used to identify locations that have been sprayed. ROW width varies by road segment and may not be uniform along any particular segment.

3.2 Bidder's Responsibilities Specifications for all herbicide applications:

1. The Contractor shall follow all laws, rules and regulations related to the handling of pesticides, including but not limited to:
 - a. Follow all herbicide label directions, restrictions, and precautions.
 - b. The company responsible for the herbicide applicator must be licensed with Iowa Department of Agriculture and Land Stewardship (IDALS) as a commercial pesticide applicator company.
 - c. The person applying the herbicide must be certified through IDALS as a pesticide applicator in Category 6, Right-of-Way. For herbicide applications that require an aquatic certification, the applicator must also be certified as a pesticide applicator in Category 5, Aquatics.
 - d. Use herbicide and adjuvant products labeled for the application site:
 - i. For applications on the primary highway right-of-way, use only products labeled for use on highway rights-of-way or roadsides.
 - ii. For applications to or over water, use only products labeled for corresponding use in aquatic sites, unless intermittent pockets of standing water, such as tire ruts, and the product is labeled for such use.
 - iii. For applications to areas in the water conveyance portion of the ditch that do not contain water at the time of application, use only products labeled for non-irrigation ditch banks or aquatic sites.
 - iv. Do not spray any products that are labeled as toxic to honeybees (*Apis mellifera*). Products that have contact LD50 of > 460 micrograms/bee are preferred.
 - e. Do not apply any herbicide to standing or flowing water unless operating under an Iowa Department of Natural Resources (IDNR) National Pollutant Discharge and Elimination System (NPDES) Pesticide Discharge Permit. The Contractor is responsible for meeting the requirements of the IDNR National Pollutant Discharge Elimination System (NPDES) General Permit #7, for Point Source Discharges to Waters of the United States from the Application of Pesticides, and for obtaining any necessary authorizations for Class C Waters or individual permits. If there is a reportable spill, the contractor shall notify both the DNR 24-hour Emergency Spill Response at (515)-725-8694 and the Iowa DOT Traffic Management Center at (515) 237-3300.
 - f. The Iowa Department of Transportation is charged with providing an Integrated Vegetation Management Program, per Iowa Code 314.22, which includes preserving valuable vegetation and habitats. Preserving wildflowers and milkweeds is especially of concern due to the decline of the Monarch butterfly and other pollinating species. The Contractor shall spot spray only the target weeds and leave other vegetation, including milkweed species, without damage unless unavoidable. If wildflowers are sprayed in areas without target weeds, and or if tree or shrub plantings are damaged, the contractor may be held responsible for damages.
2. In wildflower areas, the Contractor shall use hand equipment, such as a spray wand, hose, or backpack sprayer. In areas where the entire non-mowed portion of the right-of-way has been seeded to wildflowers, the Contractor may spot spray with a boom in the first 25 feet of vegetation adjacent to the road, but in the remainder of the right-of-way, shall use hand equipment or small equipment with a boom less than 6-feet wide.
3. The Contractor shall schedule work according to weather conditions and take measures to avoid off-target damage, such as runoff, leaching, drift and volatilization.

- a. Do not apply herbicide 24 hours prior to forecast precipitation that is likely to cause significant runoff conditions.
 - b. For areas with saturated soil, such as ditch bottoms, do not apply herbicide 24 hours prior to any forecast precipitation, unless using products labeled for aquatic sites.
 - c. For conventional foliar applications, use a drift retardant and maintain drift control throughout the application period by adding more to the tank as it breaks down from agitation.
 - d. For applications with volatile products, avoid application when temperatures are forecast to exceed 85 °F within 3 days.
 - e. Check the IDALS Sensitive Crops Directory and avoid spraying adjacent to a listed operation when wind is blowing towards it.
4. The Contractor shall respond to allegations of any off-target damage attributed to the Contractor's handling and spraying of herbicide.
 5. The Contractor shall provide the following documents to the DOT Project Manager for approval not less than two weeks prior to the application.
 - a. a copy of the herbicide and adjuvant labels, including any applicable supplemental labels.
 - b. a copy of the herbicide and adjuvant Safety Data Sheets (SDS.)
 6. The Contractor shall have copies of the herbicide and adjuvant labels and SDSs on-hand and at locations of storage, transport, and application.
 7. The Contractor shall schedule work to maximize efficiency of the herbicide application in relation to weather conditions and plant growth stage. Follow any label recommendations given as "for best results."
 - a. To determine if weeds are "actively growing" use as a guideline that there needs to have been at least one hour of temperature above 65 °F. and one hour of sun in the day prior to, of, or forecast before a rain the day after the application.
 - b. Complete fall applications prior to the second hard freeze of 28 °F, unless listed otherwise in the label directions.
 - c. For Canada thistle, time spring applications between full basal leaf expansion and early bud stage; time fall applications prior to a killing frost.
 - d. For foliar applications to biennials such as musk thistle, teasel and poison hemlock, apply at the rosette stage in the spring or the fall when rosettes are at least 8 inches in diameter, and prior to bud stage.
 - e. For cut-stump treatments with oil-soluble products, avoid periods of heavy sap flow, which occur in late winter to early spring when nighttime temperatures below 32° F are followed by daytime temperatures above 32° F with sunny conditions.
 8. The Contractor shall notify the Highway Maintenance Supervisor (HMS) of the spray schedule and coordinate with any Department mowing and roadwork projects. There shall be at least 8 inches of re-growth on Canada thistle following mowing and at least 14 calendar days after spraying before the next mowing. The Contractor shall notify the HMS at least 24 hours before commencing spraying for each stretch of road.

9. If Contractor does not complete a spray item on schedule, the DOT Project Manager may adjust the schedule.
10. The Contractor shall provide copies of the daily spray logs to the DOT Project Manager by Monday of the week after spraying. Before final payment, the Contractor shall provide the DOT Project Manager a summary of quantities of all herbicide applied.
11. The Contractor shall control the noxious and invasive weeds listed on the following page in Table "Target Weed Species", using spot herbicide treatment.

Determination of satisfactory control will be made 1-2 weeks after application based on the absence of live target weeds and the absence of developed seed heads. The Contractor is expected to go over all locations and attain the designated percent control throughout the project area. There will be no additional payment for touch up applications.

Target Weed Species

List 1. Select Iowa Noxious Weeds (Chapter 317.1, Code of Iowa.)

Percent Control	Common name	Latin Name
90	Buckthorn*	<i>Rhamnus cathartica</i>
90	Canada thistle	<i>Cirsium arvense</i>
90	Bull thistle	<i>Cirsium vulgare</i>
90	Field bindweed	<i>Convolvulus arvensis</i>
90	Leafy spurge	<i>Euphorbia esula</i>
90	Multiflora rose	<i>Rosa multiflora</i>
90	Musk thistle	<i>Carduus nutans</i>
90	Perennial sow thistle	<i>Sonchus arvensis</i>
90	Plumeless thistle	<i>Carduus acanthoides</i>
90	Poison hemlock	<i>Conium maculatum</i>
90	Smooth dock	<i>Rumex altissimus</i>
90	Sour (Curly) dock	<i>Rumex crispus</i>
90	Tall thistle	<i>Cirsium altissimum</i>
90	Teasel (common and cutleaf)	<i>Dipsacus fullonum and D. laciniatus</i>
90	Wild sunflower	Wild strain of <i>Helianthus annuus</i>

List 2. Invasive Species (occurring rarely, except for kochia and wild parsnip)

Percent Control	Common name	Latin Name
50	Amur silvergrass	<i>Miscanthus sacchariflorus</i>
80	Autumn olive*	<i>Elaeagnus umbellata</i>
80	Black locust*	<i>Robinia pseudoacacia</i>
80	Japanese hops	<i>Humulus japonicus</i>
50	Japanese knotweed	<i>Polygonum cuspidatum</i>
80	Kochia	<i>Bassia scoparia, syn. Kochia scoparia</i>
80	Mugwort (Common wormwood)	<i>Artemesia vulgaris</i>
50	Oriental bittersweet	<i>Celastrus orbiculatus</i>
100	Palmer amaranth	<i>Amaranthus palmeri</i>
50	Phragmites	<i>Phragmites australis</i>
80	Purple loosestrife	<i>Lythrum salicaria and Lythrum virgatum</i>
80	Sericea lespedeza	<i>Lespedeza cuneata</i>
80	Spotted knapweed	<i>Centaurea stoebe, syn. Centaurea maculosa</i>
80	Tree-of-Heaven*	<i>Ailanthus altissima</i>
80	Wild parsnip	<i>Pastinaca sativa</i>
80	Wormwood, absinth	<i>Artemesia absinthium</i>

*For trees, do a foliar application on trees < 4 feet tall. Taller trees can be left.

3.3 DOT's Responsibilities

A. Inspection and Supervision:

- All work shall be according to the approved design and shall be under the direct supervision of the Iowa DOT.
- Periodic site inspections will be carried out by the Iowa DOT with the successful bidder to ensure coordination of the project.
- No payment will be made until all work has been completed and accepted by the project manager.

Section 4 Contract Terms & Conditions

4.1 Contract Award

Award will be made by group for any one or combination of groups. All items within a group must be bid to be considered for a group award.

It is the intent of the Iowa DOT to award the contract to the responsible bidder(s) whose submitted quotation is the most advantageous to the Iowa DOT, cost and other factors considered. Other factors include, but are not limited to: meeting or exceeding mandatory requirements, proposed staffing, and meeting required time schedule.

The Iowa DOT reserves the right to either award a contract(s) without further negotiation with the successful Contractor or to negotiate contract terms with the successful Contractor if the best interests of the State would be served.

4.2 Contract Period

The term of the Contract will begin and end on the dates indicated on the Solicitation Response page.

4.3 Contract Termination

It is imperative that the contractor consistently provides high quality services. Below are procedures that will be utilized in the event that the contract must be terminated due to the contractor's lack of ability to produce required results:

4.3.1 Immediate Termination by the Iowa DOT

The Iowa DOT may terminate this contract in writing for any of the following reasons effective immediately without advance notice:

4.3.1.1 In the event the contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

4.3.1.2 The Iowa DOT determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a client's life, health or safety to be jeopardized;

4.3.1.3 The contractor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete.

4.3.2 Termination for Cause

The occurrence of any one or more of the following events shall constitute cause for the Iowa DOT to declare the contractor in default of its obligations under this Contract.

4.3.2.1 The contractor fails to perform to the Iowa DOT's satisfaction, per Section 3 Project Specification requirements.

4.3.2.2 The Iowa DOT determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur.

4.3.2.3 The contractor fails to make substantial and timely progress toward performance and deliverables within the contract.

4.3.2.4 The contractor consistently misses deadlines agreed upon with the Iowa DOT project managers.

4.3.2.5 The contractor replaces key personnel with individuals who have less experience, knowledge and skills in the areas of their responsibilities.

4.3.2.6 The contractor staff's knowledge, skills, and experience are unacceptable to the Iowa DOT and do not reflect what the contractor represented the skill sets of their staff that would be assigned to this engagement.

4.3.2.7 The contractor's staff turnover is unacceptably high to Iowa DOT.

4.3.2.8 The contractor fails to effectively manage contractor staff time and/or assignments.

4.3.2.9 The contractor's quality of work is unacceptable to Iowa DOT (i.e. incorrect results, standards are not followed).

4.3.2.10 The contractor's quantity of work is unacceptable to Iowa DOT. The contractor fails to perform additional assignments as requested.

4.3.2.11 The contractor does not respond to critical issues and/or fails to participate in problem resolution when asked. This includes requests for support in the evenings and weekends.

4.3.2.12 The contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the Iowa DOT reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

4.3.2.13 The contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract.

4.3.2.14 The contractor has engaged in conduct that has or may expose the Iowa DOT to liability, as determined in the Iowa DOT's sole discretion.

4.3.2.15 The contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.

5.1 Contractor's Insurance Requirements

The resulting Contract will require the successful Contractor to maintain insurance coverage(s) of the type and in the amounts set forth below.

- It shall be the Contractor's responsibility to have liability insurance covering the entire project operations incident to contract completion and the Contractor(s) must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the insurance company firm name and address, contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Contractor(s) including a subcontractor, persons employed by a subcontractor(s), or by an independent contractor(s).
- In addition to the above, the Contracting Authority shall be included as an insured party, or a separate owner's protective policy shall be filed showing the Contracting Authority as an insured party.
- The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance shall be as follows:
 - *Commercial General Liability* including Contractual Liability;
 - Contingent Liability; Explosion, Collapse and Underground Drainage;
 - Damage; Occurrence Basis Bodily Injury; Broad Form Personal Injury; Broad Form Property Damage.

Bodily Injury

The contractor will purchase and maintain throughout the term of this contract the following minimum limits and coverage:

- | | |
|----------------------------|-----------|
| • Each person | \$750,000 |
| • Each accident/occurrence | \$750,000 |
| • Workers Compensation | \$750,000 |
| • Statutory Limits | \$750,000 |
| • Employer's liability | \$750,000 |
| • Pollution Liability | \$750,000 |
| • Occupation Disease | \$750,000 |

Operations

- Property Damage \$250,000 each occurrence

The Contractor(s) shall require all subcontractor(s) meet the above insurance requirements.

5.2 Force Majeure

Neither Contractor nor the Iowa DOT shall be liable to the other for any delay or failure of performance of this Contract; and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure". As used in this Contract, "force majeure" includes acts of God, war, civil disturbance and any other causes

which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. Failure to perform by a subcontractor or an agent of the Contractor shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Contract. "Force majeure" does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of Contractor; claims or court orders which restrict Contractor's ability to deliver the goods or services contemplated by this Contract. If a "force majeure" delays or prevents Contractor's performance, the Contractor shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by the Iowa DOT.

During any such period, the Contractor shall continue to be responsible for all costs and expenses related to alternative performance.

This Section shall not be construed as relieving the Contractor of its responsibility for any obligation which is being performed by a subcontractor or supplier of services unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as described here.

5.5 Care of Property

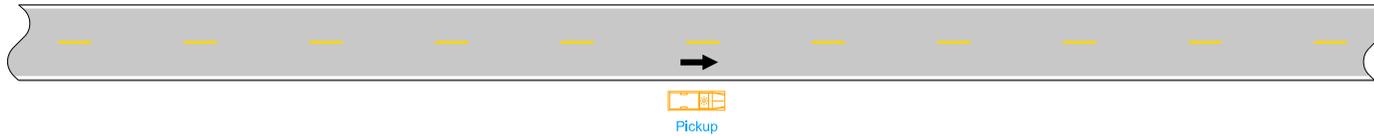
The contractor shall be responsible for the proper custody and care of any the State-owned tangible personal property furnished for the contractor's use in connection with the performance of the contract, and the contractor will reimburse the Iowa DOT for such property's loss or damage caused by the contractor, normal wear and tear excepted.

Do not allow work to interfere with the flow of traffic.

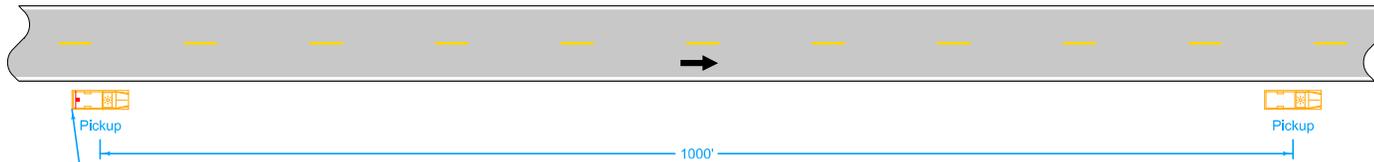
When parked, locate vehicles as far from the open traffic lane as possible. Entrances and driveways should be used whenever appropriate.

Equip all vehicles with an amber revolving light or amber strobe light.

① For work lasting longer than one hour, refer to [TC-202](#) or [TC-402](#).



VEHICLE STOPPED ON SHOULDER FOR LESS THAN ONE HOUR ①



SLOW-MOVING OPERATION



LEGEND	
	Traffic Sign
	Direction of Traffic

Possible Contract Item:
Traffic Control

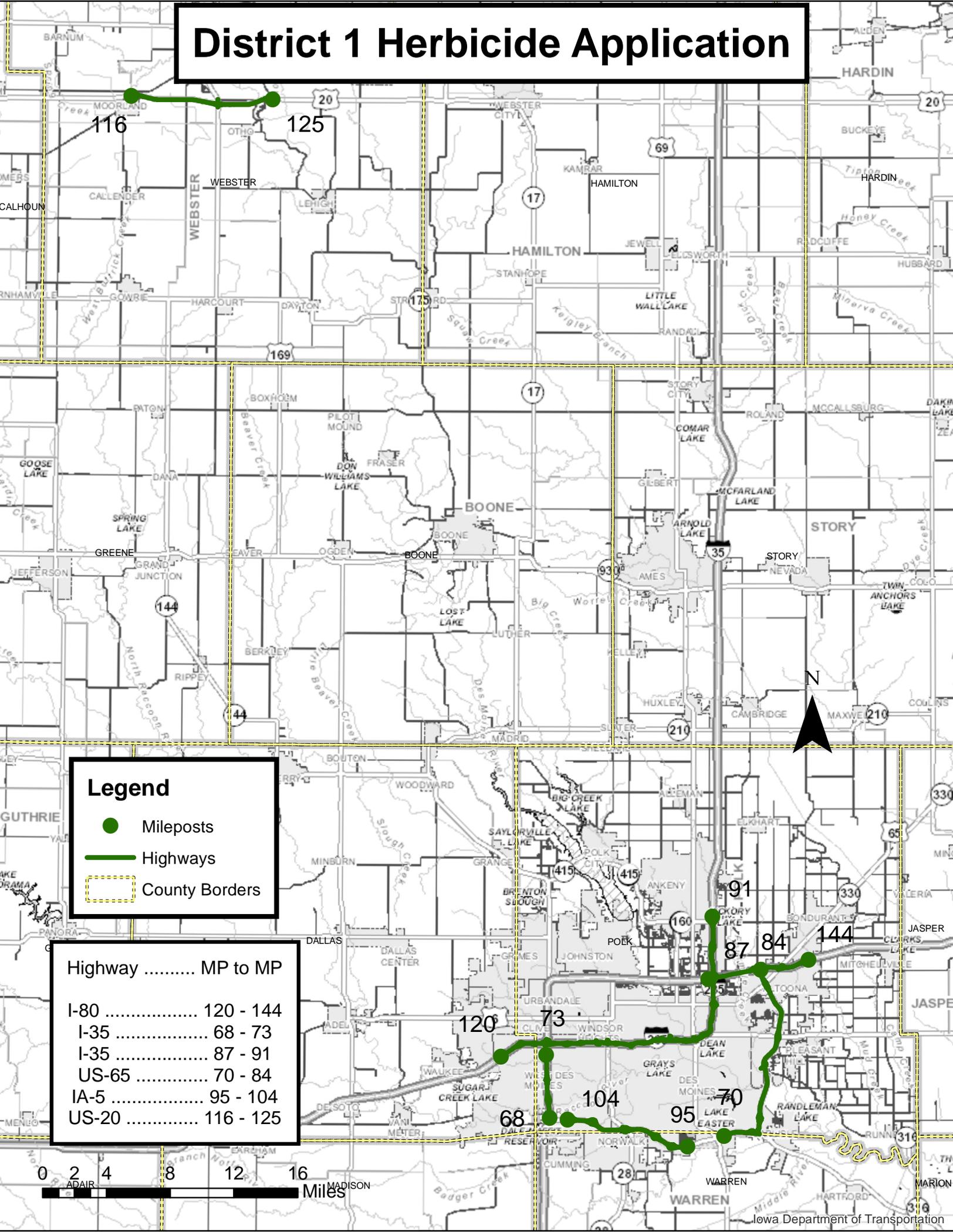
 Iowa Department of Transportation	REVISION
	2 04-16-13
	TC-1
STANDARD ROAD PLAN	
SHEET 1 of 1	

REVISIONS: Modified note concerning amber Vehicle Warning Light.

Deanna Maifield
APPROVED BY DESIGN METHODS ENGINEER

**WORK NOT AFFECTING TRAFFIC
(TWO-LANE OR MULTI-LANE)**

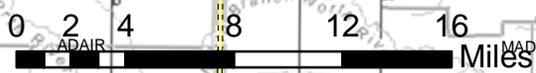
District 1 Herbicide Application



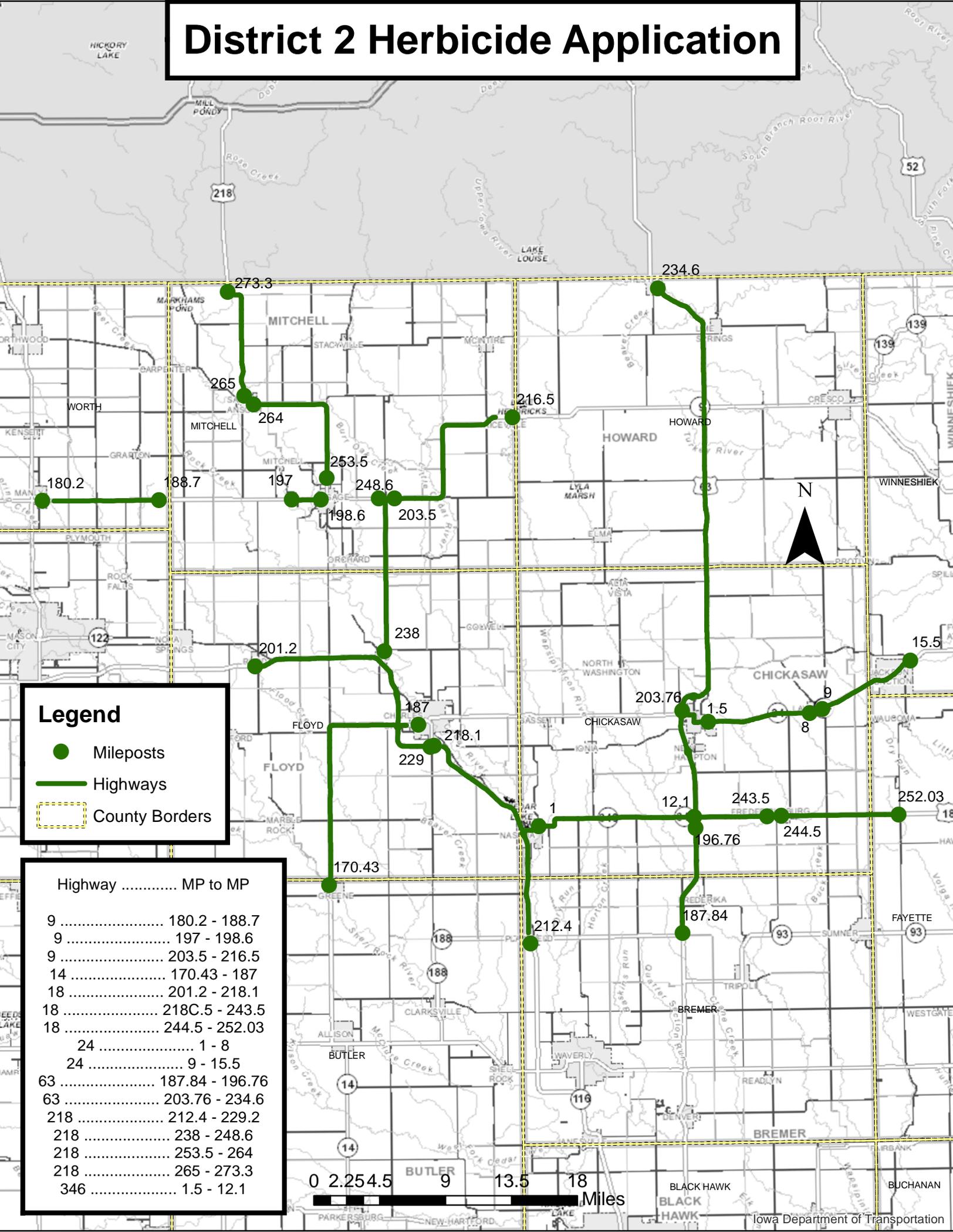
Legend

- Mileposts
- Highways
- County Borders

Highway	MP to MP
I-80	120 - 144
I-35	68 - 73
I-35	87 - 91
US-65	70 - 84
IA-5	95 - 104
US-20	116 - 125



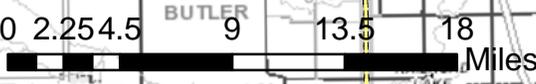
District 2 Herbicide Application



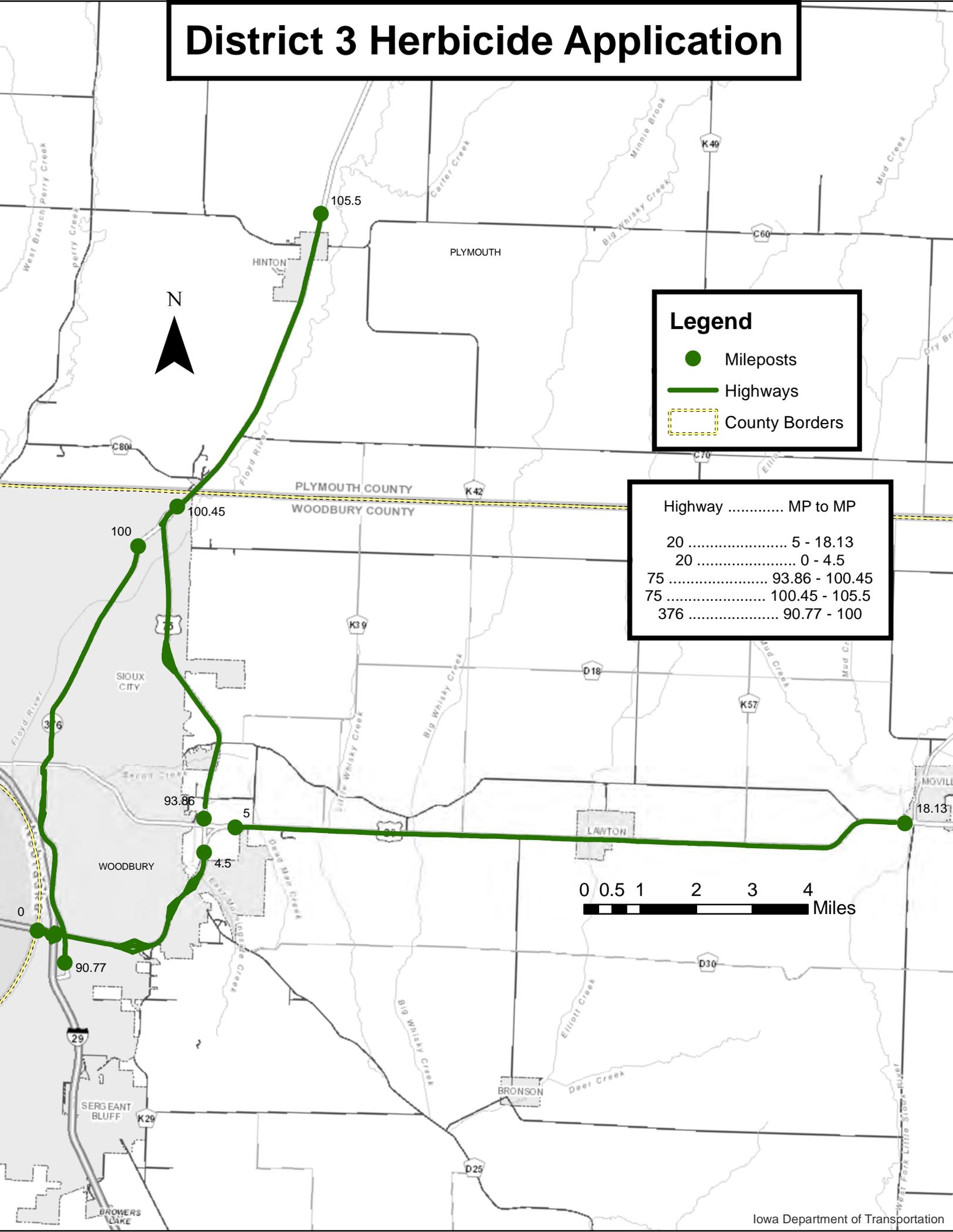
Legend

- Mileposts
- Highways
- ▭ County Borders

Highway	MP to MP
9	180.2 - 188.7
9	197 - 198.6
9	203.5 - 216.5
14	170.43 - 187
18	201.2 - 218.1
18	218C.5 - 243.5
18	244.5 - 252.03
24	1 - 8
24	9 - 15.5
63	187.84 - 196.76
63	203.76 - 234.6
218	212.4 - 229.2
218	238 - 248.6
218	253.5 - 264
218	265 - 273.3
346	1.5 - 12.1



District 3 Herbicide Application

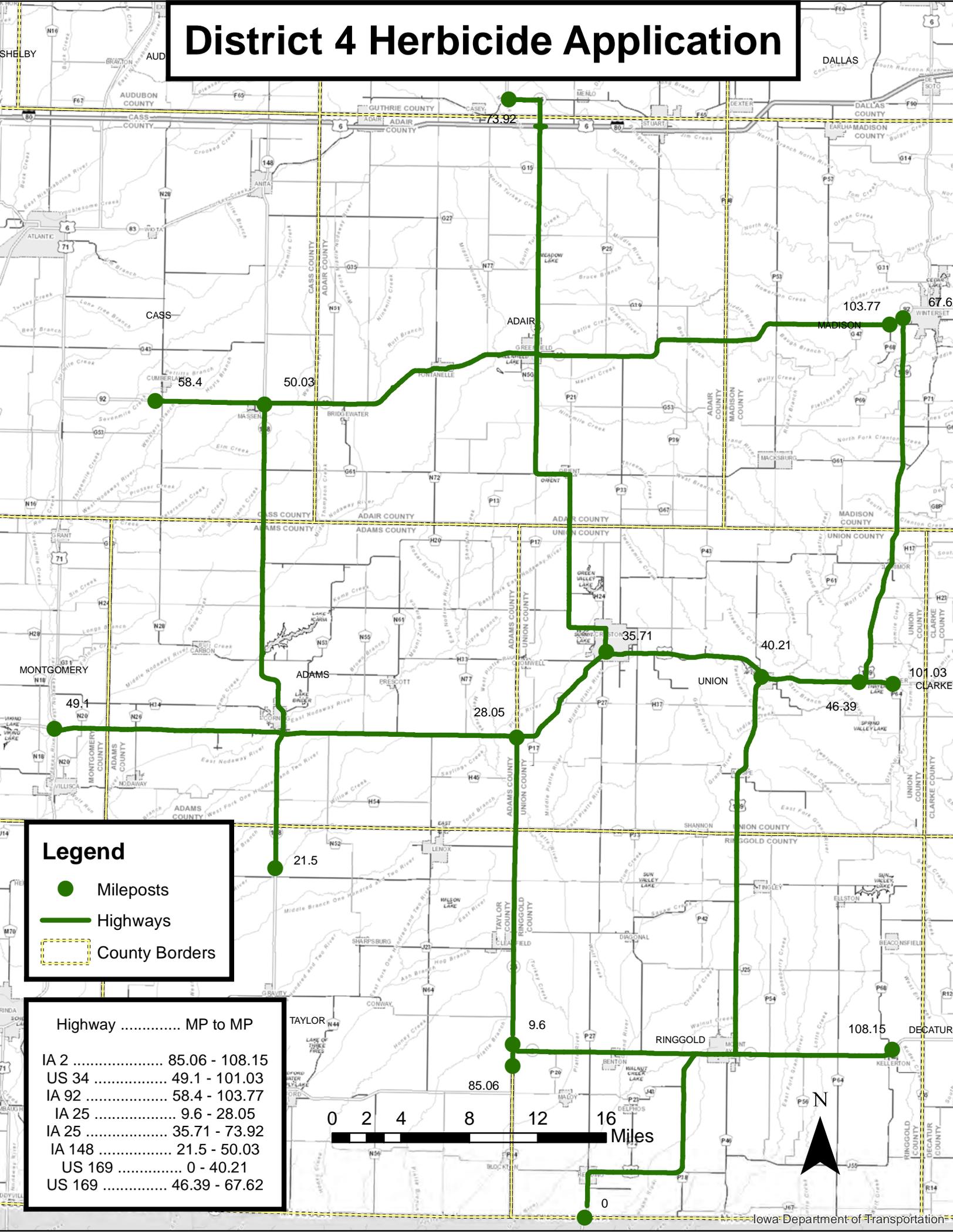


Legend

- Mileposts
- Highways
- County Borders

Highway	MP to MP
20	5 - 18.13
20	0 - 4.5
75	93.86 - 100.45
75	100.45 - 105.5
376	90.77 - 100

District 4 Herbicide Application



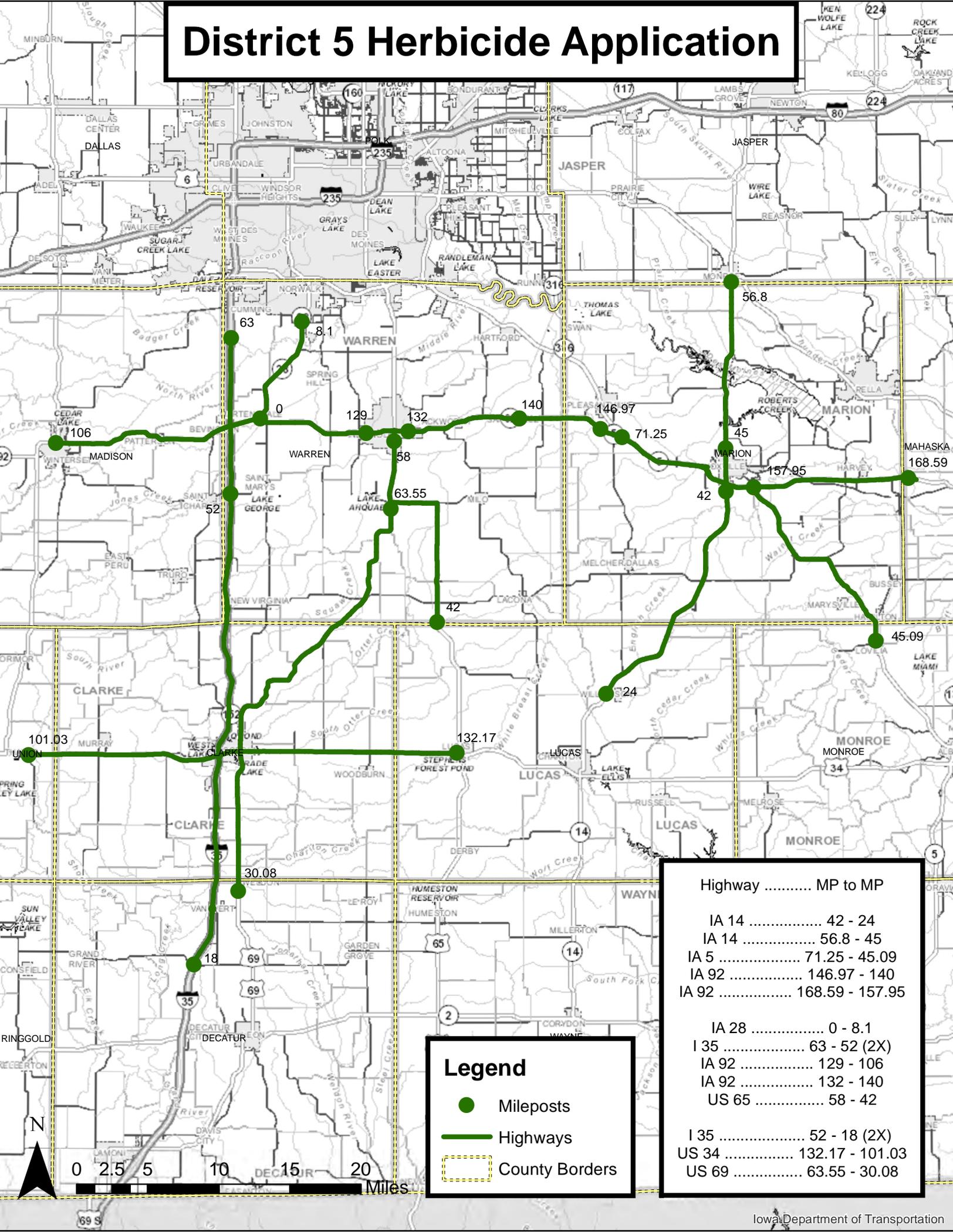
Legend

- Mileposts
- Highways
- County Borders

Highway	MP to MP
IA 2	85.06 - 108.15
US 34	49.1 - 101.03
IA 92	58.4 - 103.77
IA 25	9.6 - 28.05
IA 25	35.71 - 73.92
IA 148	21.5 - 50.03
US 169	0 - 40.21
US 169	46.39 - 67.62



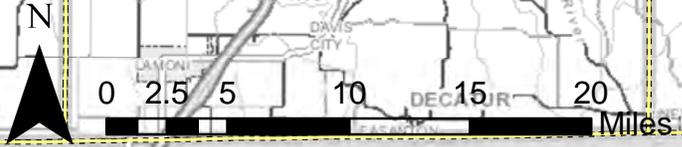
District 5 Herbicide Application



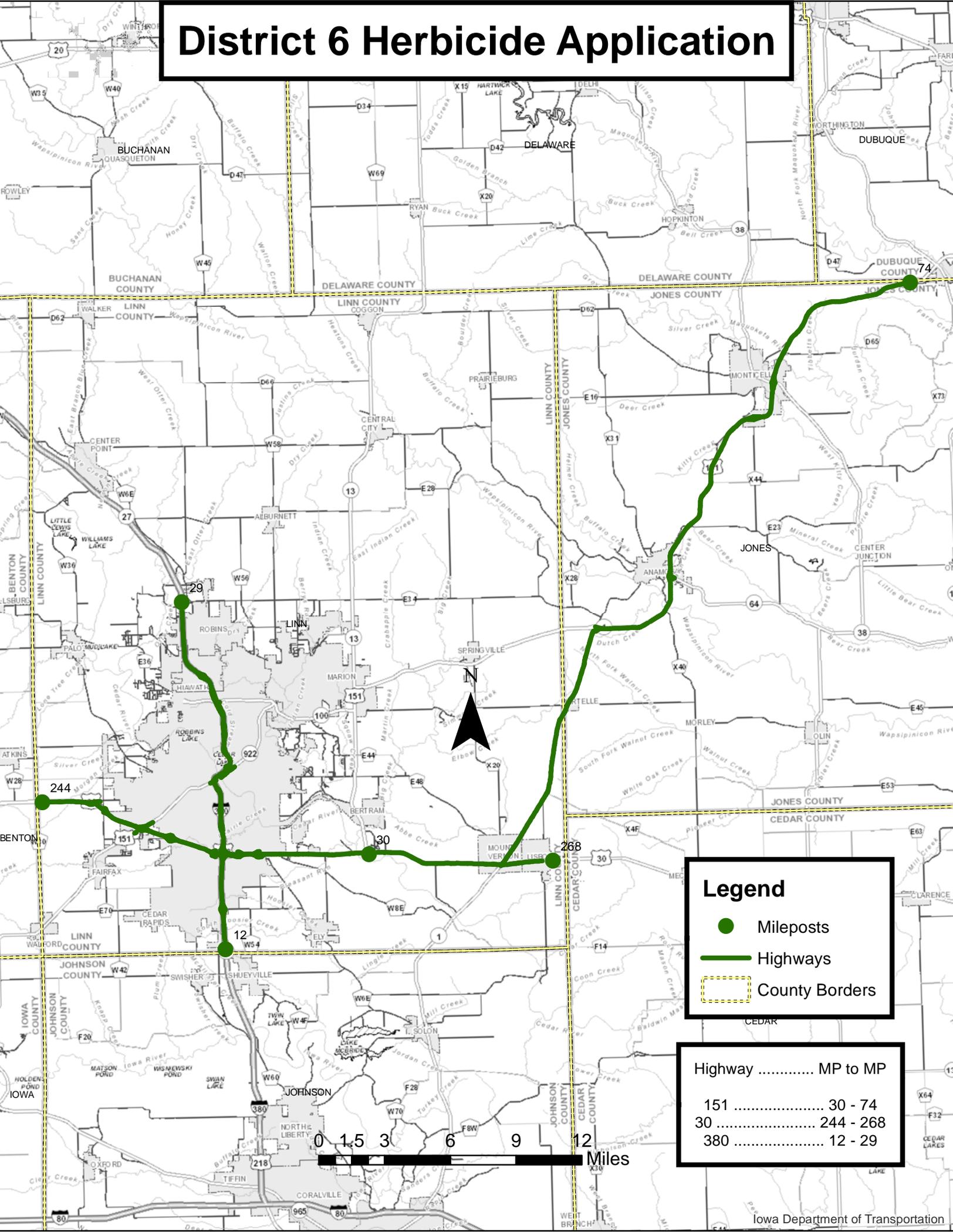
Highway	MP to MP
IA 14	42 - 24
IA 14	56.8 - 45
IA 5	71.25 - 45.09
IA 92	146.97 - 140
IA 92	168.59 - 157.95
IA 28	0 - 8.1
I 35	63 - 52 (2X)
IA 92	129 - 106
IA 92	132 - 140
US 65	58 - 42
I 35	52 - 18 (2X)
US 34	132.17 - 101.03
US 69	63.55 - 30.08

Legend

- Mileposts
- Highways
- County Borders



District 6 Herbicide Application



Legend

- Mileposts
- Highways
- - - County Borders

Highway MP to MP

151	30 - 74
30	244 - 268
380	12 - 29



RFB16598 Appendix Acomplete and include with schedule of prices

Weed Abatement and Control Services Statewide for Iowa DOT

Describe the types of services that you have provided to public agencies and other clients (i.e. tree, shrub, weed abatement, etc.):

Describe the equipment you propose to use, the number and size of crews (including supervision) to be assigned to this contract.

How will you respond to emergencies such as a chemical spill or equipment breakdown?

Proposer:

Date

Name

Date

Responder

SEALED SOLICITATION

PROPOSAL NO: 16598

DESCRIPTION: Weed Abatement and Control Spraying Statewide

RESPONSE DUE DATE: June 1, 2016

**Iowa Department of Transportation
PURCHASING – SEALED SOLICITATION
800 Lincoln Way
Ames, Iowa 50010**