IOWA STATE UNIVERSITY
REQUEST FOR QUOTE NUMBER 63311
FOR
LIQUID NITROGEN FERTILIZER

Purchasing Department
1340 Administrative Services Building
2221 Wanda Daley Drive
Ames, Iowa 50011-1004

February 29, 2016
RFQ No. 63311
SECTION I
QUOTE INSTRUCTIONS AND CONDITIONS

1. **Introduction**

   A. Iowa State University is requesting bids for bulk liquid nitrogen fertilizer delivered to two locations.

   B. Questions and comments with reference to this Quote **must** be directed to:

      Lucas Schau  
      Iowa State University  
      Purchasing Agent  
      1340 Administrative Services Building  
      Wanda Daley Drive  
      Ames, Iowa 50011-1004  
      (515) 294-8853  
      lschau@iastate.edu

2. **Company's Responsibility** Each Company by submitting a Quote, acknowledges its representative has:

   A. Read and completely understands the Bid Documents, including the Quote Instructions and Conditions, Specifications, Standard Terms and Conditions of the Contract, and the Form of Bid

   B. Based the Quote upon the materials described (where provided in the Quote Documents).

3. **Receipt and Opening of Quotes**

   A. **This bid is due March 14, 2016 at 4:00 PM**, and can be submitted via e-mail to Quotedesk@iastate.edu, or by fax to 515-294-9606.

      **Bid will also be accepted by mail or hand delivered to the following address:**

      Iowa State University  
      Purchasing Department  
      Attn: Quote Desk  
      3616 Administrative Services Building  
      Ames, IA 50011-1004

   B. ISU reserves the right to accept or reject any or all quotes and to waive any irregularities or informalities in price quotes if such waiver does not substantially change the offer or provide a competitive advantage to any Company.

   C. No oral, telephonic or telegraphic modifications of quotes will be considered. If a quote is sent by mail, the company should make allowance for the time required for such
transmission. The officer whose duty it is to open quotes will decide when the specified time has arrived and no quote received thereafter will be accepted.

D. A legally authorized representative of the Company shall sign the quote.

E. The laws of the State of Iowa require that at the conclusion of the selection process, the contents of all quotes will be placed in the public domain and be open to inspection by interested parties. 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 quote. Pricing and financial arrangements are not considered proprietary.

F. All opened quotes become the property of ISU and will not be returned to the offeror.

G. Quotes may be withdrawn any time prior to scheduled closing time for receipt of quotes; no quote may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

H. All erasures or corrections shall be initialed by the person(s) signing the quote.

I. Each company shall examine the RFQ Documents carefully and make written request to Lucas Schau, Purchasing Department 3616 Administrative Services Building, Ames, Iowa 50011-3616 for interpretation or correction of any ambiguity, inconsistency or error therein which may be discovered. Any and all interpretations, corrections, revisions, and amendments shall be issued by the Purchasing Department, Iowa State University, to all holders of RFQ Documents in the form of written addenda. All addenda so issued shall become part of the RFQ Documents and shall be acknowledged in the quote.

J. This Request for Quote does not commit ISU to make an award, nor will ISU pay any costs incurred in the preparation and submission of quotes, or costs incurred in making necessary studies for the preparation of quotes.

4. Addenda Any and all interpretations, corrections, revisions, and amendments shall be issued by the ISU Purchasing Department to all holders of proposed contract documents in the form of written addenda. Except for addenda modifying the due date or canceling the Request for Quote, such addenda shall be issued so as to be received at least seven (7) days prior to the time set for receipt of bids. All addenda so issued shall become part of the Contract Documents and shall be acknowledged in the Form of Bid.

5. Qualification of Company

A. ISU shall make such investigations as deemed necessary to determine the ability of Company to provide the expected services.

B. ISU reserves the right to reject any quote if the evidence submitted by, or investigation of, such Company fails to satisfy ISU that said Company is properly qualified to carry out the obligations specified herein.

6. Exceptions Companies wishing to take exception to any terms and conditions of this RFQ should do so on Attachment A of this RFQ. Exceptions must be taken point-by-point. Taking
blanket exception to the terms and conditions may cause ISU to consider your quote as noncompliant and not eligible for award.

7. **Tie Bid** The purchasing department will resolve tie proposals which are equal in all respects and tied in price by drawing lots. Whenever practicable, the drawing will be held in the presence of the Companies who are tied. However, if this is not possible, the drawing will be made in front of at least three (3) persons and said drawing documented.

   A. Whenever a tie involves an Iowa firm and a firm outside the State of Iowa, the Iowa firm will receive preference
   
   B. Whenever a tie involves one or more Iowa firms and one or more firms outside the State of Iowa, the drawing will be held among the Iowa firms only.

8. **Parties to the Contract** Companies must identify all parties who will be involved with performance of the contract. By submitting a quote, the company warrants that all parties to the contract have received a copy of this RFQ and that the Company's response is acceptable to these parties.

9. **Vendor Database** Bidders must have a current vendor registration on file in order to receive an award resulting from an RFQ/RFP. Please visit the vendor registration website (shown below) for instructions on the vendor registration process.

   http://www.purchasing.iastate.edu/vendors/process.html

11. **Electronic Copies of the Bid** Vendors may request an editable copy of the RFQ by contacting Lucas Schau at lschau@iastate.edu.

12. **Bid Evaluation** The Evaluation Criteria utilized for this Request for Quote will be based upon, but not limited to, the following criteria which are listed in no particular order:

   - Price
   - Ability to meet specifications.
1. **Scope of the Contract**

   Iowa State University is requesting bids for bulk liquid nitrogen fertilizer delivered to:

   - Iowa State University
   - Ag Eng/Agronomy Research Farm: 1308 U. Ave, Boone, IA 50036
   - Curtiss Farm: 2219 State Ave, Ames, IA 50014
   - BioCentury Farm: 1327 U Ave, Boone, IA 50036

   *Vendor may be asked to deliver to portable field tanks on Ames Area Farms.*

2. **Description of Items:**

   - **Delivered Fertilizer (Curtiss and BioCentury Farms)**
     1) 179.725 tons or 32,500 gallons – 32% Liquid Nitrogen

   - **Delivered Fertilizer (Ag Eng/Agronomy Research Farm)**
     1) 65 ton – 32% Liquid Nitrogen

3. **Storage:**

   1) Curtiss Farm has approx. 4500 gal. storage capacity (tank is currently has 1200 gallons)
   2) BioCentury Farm has 2000 gal portable tank and applicator that holds 1000 gallon.
   3) Ag Eng/Agronomy Research Farm has approx. 5000 gal. storage capacity with a 3 inch quick couplers for filling the tanks.

4. **Delivery:**

   Liquid Nitrogen should be delivered upon the request of Farm Managers in a timely manner. Delivery could be needed as soon as award is made.

   1) Curtiss Farm: Kent Berns
   2) BioCentury Farm: Levi Powell
   3) Ag Eng/Agronomy Research Farm: Ricard Vandepol or Mike Fiscus

5. **Delivery Ticket**

   A delivery ticket shall be provided to the Farm superintendent at the time of each delivery.

6. **Invoicing**

   Invoice(s) are to reference the contract purchase order number provided and must be mailed to the address below or e-mailed to invoices@iastate.edu or faxed to 515-294-6470:

   *Note: Delivery tickets will not be used for payment.*

   Iowa State University
   Accounting Office
   1520 Administrative Services Building
   2221 Wanda Daley Drive
   Ames, IA 50011-1004
1. **Definitions**

   **University**
   The University is Iowa State University (ISU). The term University means the University or the University's authorized representative.

   **Company**
   The Company is the person or organization to which the University will issue a contract, when/if award of this Request for Quote is made. The term Company means the Company or the Company's authorized representative.

2. **Exclusive Agreement**
   Any purchase order issued as a result of this bid solicitation constitutes the exclusive agreement between the parties and shall include these terms and conditions when awarded. The terms and conditions cannot be changed without prior written consent of both parties. The laws of the State of Iowa shall apply in all disputes. Unless exceptions are clearly noted in the bid response, the goods shall conform to the specifications, drawings and any other description attached hereto and shall be free from defects in materials and workmanship.

3. **Preservation and Packaging**
   All items shall be packaged and packed best commercial pack at no additional charge to the University. Such procedure shall require the inclusion of a packing list with each shipment that identifies the contents.

4. **Delivery Schedule**
   Delivery must be accurately quoted as it may be a consideration in making an award. It is understood by the parties hereto that with respect to delivery, time is of the essence. Therefore, failure to deliver procured goods on time may result in termination of the awarded Purchase Order at the option of the University. Where late goods are accepted by the University with or without objections, such acceptance shall not constitute waiver of the requirements of the timely performance hereunder when performance is divisible.

5. **Acceptance**
   In spite of delivery, the University shall be deemed to have accepted goods procured hereunder only after the actual inspection for conformity or the passage of ten (10) days from receipt, whichever occurs first, unless specific acceptance criteria are attached hereto, which criteria shall take precedence.

6. **Assignment**
   This Purchase Order may not be assigned or transferred by either party without the prior written consent of the other party.

7. **Warranties**
   The Company expressly warrants that all goods supplied hereunder shall be merchantable within the meaning of Article 2-314 (2) of the Uniform Commercial Code in effect on the date of this order in the State of Iowa. Additionally, the goods shall conform to specifications, drawings, and any other description and shall be free from defects in materials and workmanship.
8. **Title of Goods**  Company warrants that the goods procured hereunder are free from all liens, claims or encumbrances.

9. **Company/Contractor Rights Assignments – Antitrust Claims**  For good cause and as consideration for executing this Purchase Order, the contractor, through its duly authorized agent, conveys, sells, assigns and transfers to Iowa State University and the State of Iowa all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired herein.

10. **Non-appropriation of Funds**  Notwithstanding other provisions of any award resulting from this RFQ, if funds anticipated for the fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the federal government to provide funds or the program under which funds were provided is altered, then ISU shall have the right to terminate this agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change.

11. **Immunity from Liability**  Every person who is a party to this Agreement is hereby notified and agrees that ISU, and its agents, successors, and assigns are immune from liability and suit for or from Company's activities involving third parties and arising from this Agreement.

12. **Indemnification**  Company agrees to defend, indemnify and hold harmless the State of Iowa, Iowa State University, its Board of Regents, faculty, students, employees and agents from all liability, injuries, claims or damages (including claims of bodily injury or property damage) and loss, including costs, expenses, and attorneys’ fees, which arise from its operations or the negligent acts of Company, its officers, directors, employees, and agents under this Agreement.

13. **Code of Fair Practice**  Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, gender identification, marital status, national origin, sex, age, or physical or mental disability, or status as a US veteran. Company shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, or physical or mental disability or status as a Vietnam-era/disabled veteran, except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. If applicable to this agreement, Company shall comply with the provisions of Federal Executive Order 11246 as amended by Executive Order 11375. In the event of Company’s non-compliance with this section 3.6 or with any of the aforesaid regulations, this contract may be canceled, terminated or suspended in whole or in part, without penalty to the Board of Regents, State of Iowa, the University, or the State of Iowa, and Company may be declared ineligible for further contracts with Board of Regents, State of Iowa, institutions.

14. **Subcontractors**  Company is specifically advised that any person, firm, or other party to whom it awards a subcontract under this Agreement must be approved in advance and be acceptable to ISU. The Company is responsible for all acts of its Subcontractors, as well as the Subcontractors’ performance of delegated duties. Company shall be solely responsible for payment to all subcontractors or secondary suppliers that the Company may engage for the completion of any contractual agreement with ISU.
A. If this Purchase Order constitutes a sub agreement under a prime contract with a federal agency, the terms and conditions of the prime contract shall prevail.

15. **Hazardous Material** All packaging, transportation and handling of hazardous material shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. and Hazard Communication Standard 29 CFR 1910, 1200.

16. **Public Records** The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

17. **Clean Air Act (42 U.S.C 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** For any contract or subcontract in excess of $100,000 Company shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401 et seq.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Violations shall be reported to the University, the Federal awarding agency (if applicable) and the Regional Office of the Environmental Protection Agency (EPA).

18. **Amendments to the Agreement** When awarded, the Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Agreement executed by both parties.

19. **Laws** Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the appropriate courts in the State of Iowa.

20. **Insurance** Company must carry adequate liability and property damage insurance and be prepared to provide a certificate of insurance upon request.

21. **Advertising** Company shall not use or reference the name of Iowa State University as a part of any commercial advertising without prior written approval of ISU’s central administration and its Trademark and Licensing Office.

22. **Taxes** ISU is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Company’s employee’s wages. ISU is exempt from State and Local Sales and Use Taxes on the services. A Tax Exemption Certificate will be furnished upon request.

23. **Acts of God** Whenever a Company’s place of business, mode of delivery or source of supply has been disrupted by strike, or act of God, or any other disruption, it shall be the responsibility of the company to promptly advise the Purchasing Department. ISU may elect to cancel all orders on file with the company and place the order with another company.

24. **Debarred, Suspended and Ineligible Status** Company certifies that it has not been debarred, suspended, or declared ineligible nor is it included on the General Services Administration’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689. Company will immediately notify University’s purchasing department if Company is placed on this list.
25. **Termination/Cancellation**

A. If Company is adjudged bankrupt or makes a general assignment for the benefit of creditors, if a receiver is appointed on account of Company's insolvency, if Company repeatedly refuses or fails to supply enough employees, management staff, or equipment to adequately provide timely delivery or services for ISU, or if Company is otherwise guilty of a substantial violation of the Contract Documents, ISU may terminate the Agreement after giving Company a minimum thirty (30) days written notice, without penalty to ISU.

B. In any case where Company has failed to provide items or services or has provided nonconforming items or services, ISU shall provide a Cure Notice. If after notice Company continues to be in default, ISU may procure services from another source and terminate the Agreement, without penalty to ISU.

C. ISU may terminate this contract for any reason by giving a thirty (30) day notice and pay the Company amounts due for goods or services already provided in compliance with the Purchase Order, unless such goods or services are in dispute by either party. University shall have the right to stop work at any point and without University’s approval will not pay Company for any work completed or commitments made by Company, after receiving notice of work stoppage.

D. All goods procured hereunder are subject to inspection and acceptance by the University. All goods which are rejected for nonconformity are rejected at the Vendor’s expense and shall be returned to Vendor at its risk of loss and expense. In the event of breach by the Vendor of any of the terms and conditions of the awarded Purchase Order, the University shall have the right to terminate this agreement by giving written notice to the Vendor. Such notice shall be effective upon actual receipt.
The undersigned Bidder, having read and understood the “Quote Instructions and Conditions”, “Specifications”, “Standard Terms and Conditions” and “Form of Bid” comprise the Contract Document, hereby proposes to furnish liquid nitrogen fertilizer in accordance with the Contract Document, at the prices stated below.

State the unit cost for each item bid. In case of variance between unit cost and total cost extensions, unit cost will govern.

**Delivered Fertilizer** Fertilizer is to be used in the spring or early summer month of 2016, weather and field conditions permitting.

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<th>Item</th>
<th>Qty</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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<td>1.</td>
<td>57.5</td>
<td>Tons 32% liquid nitrogen delivered to Curtiss Farms tank.</td>
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<td>2.</td>
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<td>Tons 32% liquid nitrogen delivered to Ag Eng/Agronomy Farm tank.</td>
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Grand Total $____________

**Company Information**

Business Name: ______________________________________________________________________

FEIN (Tax ID) _______________________________________________________________________

Address: __________________________________________________________________________

_______________________________________________________________________

Phone ____________________________________________________________________________

E-mail: __________________________________________________________________________

Payment Terms: ____________________________________________________________________

Authorized Signature: ____________________________________________________________ Date:____________________

Typewritten or Printed Name: _______________________________________________________

Order Location and Phone Number ________________________________________________
Please list any and all exceptions to this RFQ in this section. Include page number, section and reason for exception: (Make additional pages if necessary)

*Please check one of the following:*

- [ ] We have no exceptions to this RFQ
- [ ] We have the following exceptions to this RFQ

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RFQ No. 63311
BID COMPLIANCE FORM

Please note: Your bid will be considered incomplete unless the following are included with your offer. Indicate compliance by placing a check mark in the space provided: All Documents should be included IN THE ORDER PROVIDED BELOW. This form should be returned with the bid as the last page.

Compliance
[  ] Bid Compliance Form (this page)
[  ] Form of Bid (pages 10) completed and signed by your company's authorized official.
[  ] Attachment A ( Exceptions page 11)