INSTRUCTIONS

Iowa State University (ISU) is seeking bids on nursery stock for the Facilities Planning & Management Department.

Questions and comments with reference to this bid may be directed to:

Wendy Foster
Purchasing Agent
3616 Administrative Services Building
Iowa State University
Ames, Iowa 50011-3616
(515) 294-8806
Email: wkfoster@iastate.edu

Company's Responsibility

Each Company by submitting a bid, acknowledges its representative has:

1. Read and completely understands the bid documents, including the Instructions to Bidders, Specifications, and the Form of Bid.

2. Based the bid upon the materials described (where provided in the bid documents).

Receipt of Quotes

Bids must be received at the ISU Purchasing Department, 3616 Administrative Services bldg., Ames, IA 50011 by 4:00pm (CDT), March 18, 2016. Bids can be faxed to 515-294-9606 or emailed to quotedsk@iastate.edu. Bids received after the time for closing time may not be considered.

ISU requests that Attachment A (pricing) of this bid be returned electronically, in excel format, to aid in a timely evaluation process. Do not change or re-arrange any of the completed cells on the Attachment A. The signed Form of Bid may be sent electronically by fax or email.

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

A legally authorized representative of the Company shall sign the bid. Any unsigned bid may be determined to be non-compliant. Bids submitted on forms that are not ISU bid forms may not be considered.

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 bids, or costs incurred in making necessary studies for the preparation of bids.

Award

ISU reserves the right to make single or multiple awards from RFQ based on what is in the best interest of the University.

Payment Terms

ISU’s standard payment terms are 5%15N30. If Company's payment terms differ from this, state your payment terms in your bid response. COD and prepayments are not acceptable to ISU.

Q63323 Campus nursery stock-Spring 2016
F.O.B. ISU will not accept title to any product while in transit.

Pricing The unit/total price provided by the Company will be a “landed” price. Bids provided without a “landed” price will not be considered.

Vendor Database Bidders must have a current vendor application on file in order to receive an award resulting from this RFQ/RFP. Please visit the vendor application website (shown below) for instructions on the vendor application process.
http://www.purchasing.iastate.edu/vendors/process.html

Proprietary Information The laws of the State of Iowa require the contents of all bids 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 bid. Bids marked entirely confidential or proprietary may be rejected. Pricing information, financial arrangements, and other offers cannot be considered proprietary information. Failure to list all proprietary sections of the submitted bid in the space provided on the Form of Bid, shall relieve ISU personnel from any responsibility, should such information be viewed by the public, a competitor, or be in any way accidentally released.

Evaluation This bid will be evaluated based on (but not limited to) the following which are in no particular order:

- Compliance with all terms and conditions
- Payment terms
- Substitutions
- Total cost to ISU
- Growing field locations/USDA planting zone
- ISU’s previous experience with Company’s timelines, quality & responsiveness to issues.
Section II
Specifications

**Delivery**
ISU is requesting a delivery window between April 18, 2016–May 13, 2016. Delivery hours are:

- Monday through Thursday 7:30 a.m. to 2:00 p.m.
- Friday 7:30 a.m. to 1:00 p.m.

48 hour notice is required prior to delivery. Vendor will be responsible for maintaining nursery items until they are delivered to ISU.

Deliveries should be made to the following address.

Iowa State University
ISU Nursery
Corner of Scholl Road & Kingman Road
Ames, IA 50011

Delivery Contact: Barb Steiner (515-290-2307)
Secondary Contact: Les Lawson (515-290-4006)
Alternate number- 515-294-5100

**Plant Sizes/Substitutions**
Specific sizes and quantities for the plant materials are specified on Attachment A. Items listed on Attachment A are ISU’s preferred size/plant material. Companies that do not have the stated plant material may bid a similar substitution. For example a similar substitution for a White Oak is a Swamp White Oak. Providing larger than specified size will not be counted as a substitution. ISU reserves the right to decide what substitutions are acceptable.

**ISU Plant Purchasing Guidelines**
All plant material provided from the Company shall meet or exceed ISU's Plant Purchasing Guidelines (see attachment B). An ISU representative shall be present for each plant delivery and if the plant materials being delivered do not meet the specifications detailed in the Plant Purchasing Guidelines then ISU reserves the right to reject the plants either individually or the entire load for non-compliance at no cost to ISU. See attachment C for root ball inspection information.

**Plant Material Holds**
Company will be expected to place “Holds” on the plant material bid in this RFQ for the duration of the 5 days ISU needs to evaluate the plant material bids.

**After Delivery Evaluation**
After delivery by the winning bidder, ISU will be evaluating the Company on the following:

1) Timeliness of delivery
2) Quality of delivered products
3) Responsiveness to issues

(This evaluation may be used to aid in the evaluation process for future bids.)
Section III
General Terms and Conditions

Commercial Advertising  In submitting this Request for Quote, Company agrees not to use the results, the name of Owner, or the mark of Iowa State University as a part of any commercial advertising, without prior approval of Owner.

Laws  Terms and provisions of this RFQ and any contract resulting from this RFQ shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this RFQ, or contracts resulting from this RFQ, shall be instituted in the appropriate courts in the State of Iowa.

Assignment  Any contractual agreement resulting from this RFQ may not be assigned or transferred in whole or in part by either party without the prior written consent of the other party and the bonding company, if appropriate.

Code of Fair Practice

The Company shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, or physical or mental disability. The 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 except where it relates to a bona fide occupational qualification.

In the event of the Company's noncompliance with nondiscrimination clause of this contract or with any of the aforesaid regulations, this contract may be canceled, terminated or suspended in whole in part and Bidder may be declared ineligible for further contracts with the Board of Regents. In addition the Board of Regents or ISU may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Code of Iowa.

Termination

Owner may terminate any contract resulting from this Quote at any time that Company fails to carry out its provisions or to make substantial progress under the terms specified in this RFQ/RFP and the resulting contract(s).

With the mutual agreement of both parties, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

Owner may terminate this agreement, without penalty, immediately upon written notification, should Owner receive evidence of improprieties, such as but not limited to the misrepresentation of services eligible for invoicing.

If Company is adjudged bankrupt or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of Company's insolvency or if Company repeatedly refuses or fails to supply enough employees or management staff, or is otherwise guilty of a substantial violation of the contractual documents, then Owner may, after giving Company thirty (30) days written notice, terminate this agreement, without penalty to Owner.

Nonappropriation of Funds  - Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract 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 Owner shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change. Should the contract be terminated due to lack of appropriations or funding, and subsequently should an appropriation to cover the costs of this contract become available within sixty (60) days after the date of
termination under this clause, Owner agrees to re-establish a contract with Company whose contract was
terminated under the same provisions, terms, conditions, and pricing arrangements of the original
contract.

Remedies upon Default In any case where Company has failed to deliver or has delivered
nonconforming goods or services, Owner shall provide a written Cure notice stating Owner’s
dissatisfaction/concerns and Owner expects these concerns to be corrected. If after notice (up to 30
days) Company continues to be in default, the Iowa State University Purchasing Department may procure
substitute services from another source and charge the difference between the contracted package and
the resulting substitute package to the defaulting Company. ISU may cancel the contract with no penalty
to ISU.

Indemnification Company agrees to jointly and severally indemnify and hold Iowa State University, its
agents, successors and assigns, harmless from and against all liability, loss, damage or expense,
including reasonable attorney’s fees that the State may incur or sustain by reason of the failure of
Company to fully perform and comply with the terms and obligations of a resulting contract.

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, it shall be the responsibility of Company to promptly advise Owner.
Owner may elect to terminate the Memorandum of Agreement and/or purchase order and contract with
another Company without subsequent penalty to Owner.

Severability of the Contract In the event any one or more of the provisions contained in this
agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such
invalidity, illegality, or unenforceability shall not affect any other provision of this agreement, but this
agreement shall be construed as if such invalid or unenforceable provision had never been contained.
Further, in the event that any provision of this agreement shall be held to be unenforceable by virtue of its
scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be
amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in
which enforcement is sought.

Additional Documents to the Contract When awarded, each of the parties to any resulting contract
agrees to execute and deliver such additional and further documents and instruments as may be
necessary or appropriate to carry out the intents and purposes of this agreement.

Amendments to the Contract This contract 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.

Owner’s Right to Withhold Certain Amounts and Make Application Thereof Owner may
withhold from payment to Company, in such an amount or amounts as may be necessary to cover:

  Payments that may be earned or due for justified third party claims associated with labor,
services, equipment, or materials furnished.

  For defective service and/or equipment not provided or not remedied.
SECTION IV
FORM OF BID

Compete and return pricing listed in Attachment A in excel format, as well as this Form of Bid.

Payment Terms
(Be certain to state your terms of payment. Failure to indicate your terms will mean that if your bid is accepted, Iowa State University will apply a 5 percent cash discount for payments made within 15 days of receipt of your invoice in the Purchasing Department or delivery of specified items, whichever is later.)

The sections of this bid listed below represent trade secrets or proprietary information.

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Authorized Signature: ____________________________________________

Typewritten Signature: ____________________________________________

Company Name: __________________________________________________

Official Business Address: _________________________________________

Federal Employer’s Identification Number: __________________________

Firm’s State or Foreign Country of Residence: _______________________

Telephone Number: ________

Date: ________________________________

Email: ________________________________
Attachment B
ISU Plant Purchasing Guidelines

All plant material purchased through the ISU Purchasing Department for installation (by others) on the ISU campus shall meet the following minimum standards:

1. The provided plants shall be true to the genus, species and variety and be provided with a name tag. Plants shall meet the required sizes, quantities and any other special requirements such as branching form as listed on the quote documents. No substitutions of the quoted plants will be allowed unless approved in writing by the ISU purchasing agent prior to the delivery of the plants to the ISU campus.

2. All plants shall comply with the American Standard for Nursery Stock, ANSI Z60.1 current edition.

3. All plants shall be nursery grown in a similar climatic zone and soil profile as the ISU Ames, Iowa campus. Plants grown in nurseries located in zones 7A or higher (U.S.D.A. Plant Zones Research map current edition) are not acceptable.

4. One-sided branching plants from tightly planted nursery rows will be rejected.

5. All plants shall be healthy specimens without objectionable deformities, voids, and open spaces, with well-developed branch and root systems; true to height, shape, and character of growth of the species or varieties. Plants shall show appearance of good health and vigor.

6. All plants shall be free of injurious insects, insect eggs, borers and all forms of infestation, plant diseases, moldy or dried roots or damage to trunk, bark, branches, leaders or root systems or cut leaders. All plants shall be free of defects, disfiguring knots, sunscald injuries and frost cracks. All plants to be free of rodent damage to the bark or buds.

7. All B&B plants shall be delivered with firm un-broken root balls. Container plants shall have been held in the container for a period of one growing season or less. The root collar (trunk flare, root flare) shall be at the surface of the root ball (container media). The plant root ball shall be free of stem girdling (circling) roots.

8. All plants shall be dug, packed, handled and transported in a manner that insures its arrival to the ISU campus in good condition. Plant root systems shall be protected with wet straw, moss or other suitable material which will assure its arrival to the ISU campus with its roots systems in a moist and healthy condition. Plants transported in open vehicles without tarpaulins could be rejected by upon arrival at the ISU campus. Should the roots be dried out, large branches broken, root balls broken or loosed and / or large areas of the tree’s bark arrive torn or scraped at the time of delivery then the ISU Plant Services Supervisor may reject the injured tree(s) and require that they be replaced at no additional cost to ISU.

9. Plants will be inspected at the time of delivery by the ISU Plant Services Supervisor. ISU reserves the right to un-wrap, probe or otherwise destructively examine the root balls of up to 2% of each plant shipment for compliance with the plant purchasing guidelines at no additional compensation to the supplier. If any irregularities regarding the plant’s required criteria are found or if damage to the plants during shipment is discovered then a portion or
all of the plant shipment maybe rejected and the order canceled with no additional compensation due to the supplier.

10. If asked the plant vender must supply 3 references from municipal or collegiate institutions for plant deliveries of similar size within the past 36 months. References must include company name, contact person responsible for the plant purchases, current phone numbers and locations of the planting jobs.

11. All deliveries will be to the ISU nursery located northeast of the intersection of Scholl and Kingman Road in Ames, Iowa unless delivery to a different address on campus is stated in the quote documents.

12. Hours of plant deliveries are from 7:30am to 2:00pm Monday to Thursday. Delivery hours on Friday are 7:30am to 1:00pm. 48 hour advance notice is required prior to delivery. ISU Contact: Plant Services Supervisor – Barb Steiner; 515-290-2307. Secondary ISU Contact: Manager Facilities Maintenance – Les Lawson; 515-290-4006.

Last Revision Date: 02/29/16
Using survey pins, ISU Staff will search for two or more roots within 1 - 3 inches of the soil surface before accepting the tree.

*NOTE:* If no roots are located within 1 - 3 inches, ISU Plant Supervisor may reject the individual tree.

3.3.2016