



*"Cedar Rapids is a vibrant urban hometown – a beacon for people and businesses that are invested in building a greater community now and for the next generation."*

## **REQUEST FOR BID**

December 22, 2015

For  
**TURF CARE PRODUCTS**  
**RFB #PUR1215-102**

Prepared by  
City of Cedar Rapids  
Purchasing Services Division

<b>TABLE OF CONTENTS</b>
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<b>Section Number</b>	<b>Section Name</b>	<b>Page</b>
1.0	Notice of Request for Bids (RFB)	3
2.0	Instructions to Bidders	4
3.0	Special Terms and Conditions	6
4.0	Scope of Work and Specifications	10
5.0	Bid Evaluation and Award	11
6.0	Submittal Instructions	13

<b>Attachment</b>	<b>Attachment Name</b>
A	Standard Terms and Conditions
B	Insurance Requirements
C	Submittal Forms (General Company Information, Certification Regarding Ability to Obtain Required Insurance, Bid Pricing Submittal Form, Signature Page Form, Buy Local Packet)

**Section 1.0 – NOTICE OF REQUEST FOR BIDS (RFB)**

1.1 Notice of Request for Bid

Notice is hereby given that sealed bids will be received before 3:00 p.m. CST on January 12, 2016, at the Office of the City Clerk, in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 for turf care products as requested by the City of Cedar Rapids Parks & Recreation Department.

1.2 RFB Timeline

**Name of the Bid** Turf Care Products – RFB #PUR1215-102  
**Date of Issuance** Tuesday, December 22, 2015  
**Deadline for Questions** Tuesday, January 5, 2016 at 3:00 p.m. CST  
**Deadline for Bid Submittal** Tuesday, January 12, 2016 before 3:00 p.m. CST  
Bids time stamped 3:00 p.m. or after are late

**Submit Bid to:** →→→→→→→→  
**Submit in a sealed envelope.**  
**Address exactly as stated.**  
**City Clerk Office Hours 8 am to 5 pm, Mon-Fri**

Sealed Bid: Turf Care Products  
Office of the City Clerk-City Hall  
101 First Street SE  
Cedar Rapids IA 52401

**Method of Submittal** US Mail, Overnight Delivery or In Person  
Electronic and fax bids **are not** acceptable

**Contact Person, Title** Rebecca Johnson, CPPB, Purchasing Agent  
**E-mail Address** [r.johnson2@cedar-rapids.org](mailto:r.johnson2@cedar-rapids.org)

**Phone/ Fax Numbers** Phone: 319-286-5062 Fax: 888-815-3659

- 1.3 The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid responses that are received on or after the time stated above. Late submittals will be retained in the RFB file, unopened. No responsibility will be attached to any person for premature opening of a bid not properly identified.
- 1.4 Bids will be publicly opened on Tuesday, January 12, 2016 at 3:00 p.m. (our clock) CST in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401. The main purpose of this opening is to read the name(s) of the Bidders(s) and the submitted pricing, not to serve as a forum for determining the apparent low bidder(s).
- 1.5 Bids will be evaluated promptly after opening. After an award is made, a bid tabulation summary will be sent to all companies who submitted a bid. Bid results will not be given over the telephone or prior to award. Bids may be withdrawn any time prior to the scheduled closing time for receipt of bids; no bid may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

----- End of Section 1.0 -----

## SECTION 2.0 – INSTRUCTIONS TO BIDDERS

### 2.1 Federal Funding Provisions

This Project is not federally funded.

### 2.2 NOTICE: INSURANCE IS REQUIRED FOR THIS PROJECT

**CONTRACT SHALL NOT BEGIN UNTIL THE CERTIFICATE OF INSURANCE AND REQUIRED ENDORSEMENT ARE RECEIVED AND APPROVED BY THE CITY.**

At all times during the term of the Contract, and any extensions thereof, the Contractor shall purchase, at its own expense, and maintain with insurance companies in good standing and acceptable to the City. Such insurance will protect the Contractor from liability and claims for injuries and damages which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be liable, whether such operations are by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

For the protection of the Contractor and the City, but without restricting or waiving any obligations of the Contractor herein contained, the Contractor shall insure the risks associated with the Work and the Contract with minimum coverages and limits as set forth in Attachment B, INSURANCE REQUIREMENTS.

### 2.3 Whenever used in this RFB the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa. Contractor shall mean the firm providing turf care products for the Parks & Recreation Department. Subcontractor shall mean any person, firm, or corporation who contracts with the Contractor to perform a service for which the basis of payment or Scope of Work is identified as a part of this RFB. Project Manager shall mean Jeff Schmidt or Chauncey Barry, Golf Course Superintendents, who are the designated coordinators and administrators for purchases made under the contract(s) resulting from this RFB.

### 2.4 A company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the City that you have read, understand and will comply with the instructions and all terms and conditions stated in this Request for Bid and all attachments.

### 2.5 Pre-Bid Meeting

There is no Pre-bid meeting for this Project.

### 2.6 This Request for Bid does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of bids, or costs incurred in making necessary studies for the preparation of bids.

### 2.7 Addenda

Any matter of this bid package that requires explanation or interpretation must be inquired into by the Bidder in writing by Tuesday, January 5, 2015 at 3:00 p.m. CST. FAX or E-MAIL all questions to Rebecca Johnson, 888-815-3659 or [r.johnson2@cedar-rapids.org](mailto:r.johnson2@cedar-rapids.org). Any and all questions will be responded to in the form of written addenda to all Bidders. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page Form (Attachment C). All Addenda will be posted on the City's website. It is the Bidder's responsibility to check for addenda.

<http://www.cedar-rapids.org/government/departments/purchasing/Pages/currentbidopportunities.aspx>

### 2.8 Exceptions to Documents

The Bidder shall clearly state in the submitted bid any exceptions to, or deviations from, the minimum bid requirements, and any exceptions to the terms and conditions of this RFB. Such exceptions or deviations will be considered in evaluating the bids. Bidders are cautioned that exceptions taken to this RFB may cause their bid to be rejected.

### 2.9 Silence of Specifications

Commercially accepted practices shall apply to any detail not covered in the specification and to any omission of the specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the service being offered shall be addressed in writing and submitted with the Proposal.

### 2.10 Incomplete Information

Failure to complete or provide any of the information requested in this Request for Bid, including references, and/or additional information as indicated, may result in disqualification by reason of "non-responsiveness".

- 2.11 No responsibility will be attached to any person for premature opening of a bid not properly identified.
- 2.12 In the event of conflict, the Special Terms and Conditions shall take precedence over the Standard Terms and Conditions, included herein.

Be advised that any conversations (in reference to this RFB) between bidders and any City employee, City official or City Project Manager, outside of the Purchasing Services Division, during the entire competitive bidding process is strictly prohibited. Such actions will result in removal of the Contractor from the vendors list and rejection of the Contractor's bid. **The ONLY official position of the City is that position which is stated in writing and issued by the Purchasing Services Division.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

----- End of Section 2.0 -----

## SECTION 3.0 – SPECIAL TERMS AND CONDITIONS

### 3.1 Term of Contract

3.1.1 The initial term of the Contract shall be for one (1) year anticipated to be March 1, 2016 through February 28, 2017.

3.1.2 Vendors may provide pricing for the entire term of the Contract or may request the option of mid-season price reviews. If requesting a mid-season price review, the basis for the review shall be identified on the Bid Pricing Form (Attachment C). The basis for the review shall be a national price index or national publication related to cost fluctuations in the production of the turf care product affected. Be specific – the name of the index, where it can be found (website, publication), and how it can be accessed must be included.

**Thirty (30) days' notice must be given to the City prior to the effective date of any price increase.** If the City does not receive proper notification of price increases from the Contractor the original contract price will remain in effect.

3.1.3 A Contract, prepared by the City and signed by the City Manager, shall become the document that authorizes the Work to begin, assuming the insurance requirements have been met. Each section contained herein, the attachments, and any addenda and the response from the successful Bidder shall also be incorporated by reference into the resulting agreement.

3.1.4 The City reserves the right to make changes to the Work to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of the Contract shall be valid unless made in writing and agreed to by both the City and the Contractor. The Contractor shall not commence any additional work or change the scope of the Work until authorized in writing by the City. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment of the Contract executed by both the Contractor and the City. The Contract may only be amended, supplemented or modified by a written document executed by the Contractor and the City Manager.

3.1.5 In accordance with the provisions and conditions of the Contract, Contractor shall freely enter into the Contract for the purpose of providing Work to the City and to be compensated for the Work.

3.1.6 No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, which reflect said increases. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

### 3.2 Contract Forms

3.2.1 If a Bidder intends to request that the City of Cedar Rapids enter into any agreement form in connection with the award of this project, the form must be submitted with the Bid for review by the City's legal counsel during the evaluation of Bids. If such agreement requires that payments be remitted to other than the Bidder, the Bidder shall indicate the name and address of the firm to whom Bidder would request payments to be made, and the firm's relationship to the Bidder.

3.2.2 Bidders are advised that in the event any such agreement contradicts the City of Cedar Rapids requirements, the bid may be rejected due to the contradiction unless Bidder indicated deletion of such clauses. If agreement form indicated a firm other than the Bidder is Contractor, or payee, the proposed Contractor or payee must also indicate concurrence with the deletion of such clauses.

3.2.3 If no agreement form is included with the bid, no such form will be approved by the City during the evaluation or award processes, or following award of contract. If the bid does not indicate the proposed Contractor, vendor or payee to be a person or company other than the Bidder, (1) only the Bidder will be considered as Contractor and (2) payments will be made only to the Bidder to whom the contract is awarded.

3.2.4 The City of City Rapids will in no case agree to terms not submitted for review with the bid submittal.

### 3.3 Payment Terms and Invoice Submittal

3.3.1 Payment terms for Work authorized under the contract shall be net forty-five (45) days upon receipt of an acceptable original invoice and after Work is performed, inspected and accepted and all required documentation and reports are received in a format acceptable to the City.

3.3.2 Invoices shall include the following information:

- Contractor name and address
- Date of Delivery
- City PO number
- Description of Products
- Quantity and Unit of Measure of each Product
- Unit price
- Extended price
- The total amount being invoiced
- The Project Number / Contract Number (RFB #PUR1215-102)

3.3.4 Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.

3.3.5 All invoices and supporting documentation shall be submitted at the intervals as agreed upon:

- a) In a pdf format via e-mail to: [accountspayable@cedar-rapids.org](mailto:accountspayable@cedar-rapids.org)  
or
- b) Via US mail to: City of Cedar Rapids, Finance Department – Accounts Payable,  
101 First Street SE, PO Box 2148, Cedar Rapids, IA 52406-2148.

3.3.6 The City may withhold payment for reasons including, but not limited to the following:

- a) Products that are defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Contractor;
- b) Damage for which Contractor is liable under the Contract;
- c) Valid liens or claims of lien;
- d) Valid claims of Subcontractors or other persons;
- e) Delay in delivery of Products;
- f) Inability of Contractor to supply Products;
- g) Failure of Contractor to properly complete or document any pay request or invoice;
- h) Any other failure of Contractor to perform any of its obligations under the Contract; or
- i) The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in the Contract.

3.3.7 Actual travel time to and from the work location is not reimbursable under the Contract.

### 3.4 Treatment of Documents and Records

#### 3.4.1 Ownership

All Documents and other materials prepared by the Contractor in connection with this project are the City's sole property in which the Contractor has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the Contractor by the City shall remain the sole property of the City. Nothing written in this paragraph, however, will be interpreted to forbid the Contractor from retaining a single copy of information for its files.

#### 3.4.2 Confidentiality

Any individual subcontracted or employed by the Contractor with authorized access to personnel information documents, if any, is given access to use any personnel information in the documents solely for the purpose of performing the Work of the Contract and must not divulge this information to

anyone without a need to know. Confidentiality of personnel information contained in the documents shall survive the completion or termination of the Contract subject to applicable state statutes.

#### 3.4.3 Disposal

If at any time during the performance of the Contract or following completion or termination of the Contract, Contractor and/or its subcontractors chooses to dispose of Documents, disposal of Documents shall:

- a) comply with any retention requirements of the agreement, and
- b) shall be in a manner such that documents or information in the Documents is unable to be read, interpreted, reproduced, copied or duplicated in any fashion.

#### 3.4.4 Access/Retention

During the term of the Contract or following completion or termination of the Contract the Contractor and its Subcontractors, if any, shall maintain all accounting records and other documentation generated in performing the Work under the Contract.

The City or any duly authorized representative of the City shall have access to all such information for the purpose of inspection, audit and copying during normal business hours. All such information shall be retained for five (5) years from the date of final payment and after all other pending matters under the Contract are closed.

This access shall be made available to the City or duly authorized agent and shall be considered incidental to the Scope of Work contained herein. As such, there shall be no additional compensation allowed the Contractor for maintaining this information and allowing the herein described access.

3.5 If Project is funded in any way utilizing Federal Funds the Contractor acknowledges that it may be required to submit to an audit of funds paid through the Contract and as may be conducted in accordance with provisions of the Office of Management and Budget Circular A-133 (Audit of States, Local Government and Non-Profit Organizations).

#### 3.6 Estimated Quantities

The City does not guarantee that the quantities estimated will be accurate for the upcoming contract period. The City reserves the right to order decreased or increased amounts from those specified. However, the estimates are as accurate as we are able to determine. Actual quantities, whether lesser or greater than estimated, will not affect the prices as bid and accepted for the term of the contract(s).

#### 3.7 Additions/Deletions

The City reserves the right to add and/or delete products during the term of the Contract(s). Should additional products be required from the Contract(s), prices for such additions will be negotiated between the Contractor and the City.

#### 3.8 New Products

There shall be no solicitation of new products during the open bid process or throughout the golf season following award of this bid. New products shall be considered in the off season.

#### 3.9 Safety Data Sheets – SDS (formerly known as MSDS)

The Hazard Communication Standard (HCS) requires manufacturers, distributors, and importers to ensure that each container of hazardous material leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of all hazardous products. It is the supplier's responsibility to determine which products are covered and to provide SDS upon delivery of material. It is also the supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Cedar Rapids. City of Cedar Rapids employees shall not accept a shipment of any hazardous material that does not have a SDS attached or currently on file.

#### 3.10 Regulatory Agency Compliance

Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of



Transportation. The City of Cedar Rapids expects that bidders will offer expertise on conformance of regulations applying to the products they sell. Failure to assist the City of Cedar Rapids in this area may be just cause for rejection.

3.11 Delivery

For purposes of this quote and subsequent awards, City holiday closures are typically New Year’s Day, President’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates.

The delivery time or completion date, as stated in the Bid Form, shall be the time required to deliver the complete item(s) after the receipt of the order or award of the Contract. Where multiple items appear on a Bid request, the Bidder shall, unless otherwise stated by the City, show the delivery time for each item separately.

Suppliers shall be required to deliver to separate addresses for each order as requested. All shipping charges shall be included in the bid price.

FOB point in terms of loss or damage is destination.

**Golf Division Delivery Addresses:**

**Ellis Golf Course**

Attn: Chauncey Barry  
1405 Zika Ave NW  
Cedar Rapids, IA 52405

**Gardner Golf Course**

Attn: Jeff Schmidt  
5101 Golf Course Road  
Marion, IA 52302

**Twin Pines Golf Course**

Attn: Chauncey Barry  
3700 42<sup>nd</sup> St. NE  
Cedar Rapids, IA 52402

**Jones Golf Course**

Attn: Jeff Schmidt  
3000 Fruitland Blvd SW  
Cedar Rapids, IA 52404

Delivery addresses for other purchases, primarily by the Parks Division, will vary based on product needs throughout the term of the contract. The contact person for purchases made by the Parks Division will be Daniel Gibbins, Parks Superintendent.

----- End of Section 3.0 -----

## SECTION 4.0 – SCOPE OF WORK, SPECIFICATIONS

### 4.1 Scope of Work

The City of Cedar Rapids is seeking bids from qualified suppliers to establish contract pricing for the purchase of turf care products including fertilizers and chemicals on an as needed basis, as requested by the Golf Division. Other City departments shall be allowed to purchase products as needed at the same contract pricing. Detailed specifications are listed on the pricing submittal forms included in Attachment C.

### 4.2 Equivalentents

The name of any manufacturer mentioned in the specifications on the bid pricing forms is for the purpose of establishing a minimum acceptable standard of quality desired by the City. On all items bid, the bidder shall indicate clearly the product being bid. Equivalent products will be considered for all products unless it is specifically indicated for a particular product that no substitutions are allowed. It is the sole discretion of the City to make the determination if a product will be acceptable as an equivalent.

### 4.3 Fertilizers

All fertilizers shall be classified in two (2) categories: greens grade fertilizer and fairway grade fertilizer (fairway grade shall also be for tee areas). Minimum requirements for fertilizers are as follows:

4.3.1 Equivalent products will be considered for all items, however, it is the sole discretion of the City to make the determination if a product will be acceptable as equivalent. **All fertilizers shall contain no more than a ±5% variance of each individual analysis.**

4.3.2 All particulars shall be homogenous pellets.

4.3.3 All fertilizer shall be labeled with the correct setting and amount of product to be applied through a Vicon, Scotts R-8A or Lesco spreader (on the bag or separate label).

4.3.4 All fertilizers shall include the cost of nitrogen per pound for each product after all applicable discounts and rebates.

4.3.5 Bidders shall include a product information sheet for each fertilizer they bid.

4.3.6 Awarded suppliers shall be required to supply appropriate Safety Data Sheets (SDS) upon delivery of all hazardous fertilizer products.

4.3.7 All fertilizers bid (with exception of flowable fertilizers) shall include a product label that has all major and minor elements (including percentages), uniformity index number (U.I.) and the Size Guide Number (SGN).

### 4.4 Chemicals

4.4.1 Products will be considered equivalent to those specified only if they have the same % of active ingredients and the same suggested label use rate as the product name specified. It is the sole discretion of the City to make the determination if a product will be acceptable as equivalent.

4.4.2 Awarded suppliers shall be required to supply appropriate SDS upon delivery of all hazardous chemical products.

----- End of Section 4.0 -----

## SECTION 5.0 – BID EVALUATION AND AWARD

- 5.1 Award - Any award(s) made by the City of Cedar Rapids is subject to prior approval by the City of Cedar Rapids City Council.
- 5.1.1 Award shall be made to the responsible Bidder submitting the lowest responsive bid with regard to the specifications set forth herein. The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups or lump sum; and to waive technicalities and formalities where is it deemed advisable in protection of the best interests of the City.
- 5.1.2 If the evaluation team determines that the project should be awarded, the process shall be as follows:
- The evaluation team shall determine which responsible Bidder has submitted the lowest responsive bid.
  - For projects equal to or greater than \$50,000, the City Council shall consider a resolution awarding the contract and authorizing the City Manager to sign the Contract on behalf of the City. **Note**, as provided for by Section 4.03 of the Cedar Rapids Municipal Code, no Contract shall be deemed to be created and exist, unless and until the City Council adopts a resolution awarding the project and authorizing the City Manager to sign the Contract.
  - The City Manager executes the Contract.
  - The City issues a purchase order to the Contractor. The purchase order shall constitute authorization for the Contractor to commence the Work.
- 5.1.3 If the evaluation team determines that all the bids received should be rejected, the Bidders shall be notified by the Purchasing Services Division accordingly. At that point, the City may, or may not, re-bid the project.
- 5.2 Award of bid shall be made to the lowest responsive and responsible Bidder(s) meeting the specifications set forth herein. In addition to the quoted price, the following is a partial list of the criteria that may be used in our determination of Contractor responsibility and responsiveness:
- Adherence to specifications;
  - Service as specified in these bid documents;
  - Company's reputation and financial status;
  - Company's ability to meet the City's Insurance Requirements;
  - Current lead-time quoted;
  - Length of time committed for firm pricing;
  - Independent laboratory and consumer reports;
  - Past experience and service provided by Bidder;
  - Favorable references from firms with projects of similar scopes that indicate that the Bidder has the ability to carry out the Work and provide the products specified.
- 5.3 The City of Cedar Rapids reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect the City's overall interests.
- 5.4 The Company must not have any unresolved performance issues with the City of Cedar Rapids. The Company's performance as a prime Contractor or subcontractor in previous City contracts shall be taken into account when evaluating the Company's submittal for this Request for Bid. The City may survey other local agencies during the bid evaluation period to make sure the Company does not have any unresolved or unsatisfactory performance issues. The City reserves the right to reject the Company's submittal based on its assessment of the Company's prior performance.
- 5.5 In case of tie bids, the City will make the award based on the priority factors as outlined in the City of Cedar Rapids Purchasing Policy Manual.  
[http://cedar-rapids.org/government/departments/purchasing/Documents/Tie%20Bid%20Procedure\\_14.pdf](http://cedar-rapids.org/government/departments/purchasing/Documents/Tie%20Bid%20Procedure_14.pdf)
- 5.6 Buy Local Program
- The Cedar Rapids City Council has passed a resolution adopting a Buy Local Program for the procurement of goods and/or Work/Services by competitive bid or proposal. Preference shall be applied to acceptable bids or proposals from businesses located within Linn County who have submitted a notarized Local Business Certificate.

See Attachment C for details. If your company is already registered, or if this does not apply to your business, do not complete the form.

----- End of Section 5.0 -----

**SECTION 6.0 – SUBMITTAL INSTRUCTIONS**

**DOCUMENTS TO BE SUBMITTED WITH THIS BID**

1. Two (2) Pricing Submittal Forms (Fertilizers and Chemicals) – Attachment C
2. Bid Signature Page – Attachment C
3. Local Business Certificate, if applicable – Attachment C
4. Insurance Certificate – Requirements listed in Attachment B

----- End of Section 6.0 -----

## ATTACHMENT A – STANDARD TERMS AND CONDITIONS

**ACCELERATED PAY DISCOUNTS** - Accelerated discounts should be so stated on the Signature Page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices bid must, however, be based upon payment in net forty-five (45) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

**ASSIGNMENT** - The City and the Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other Party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

**BID CURRENCY/LANGUAGE** - All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.

**BID FORM** - Each Bidder must submit an original bid and additional copies as required on the forms attached. The Bidder shall correctly sign the bid, and the bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

**BID INFORMATION IS PUBLIC** - All documents submitted with any bid shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Cedar Rapids in connection with a bid, the submitting party recognizes this and waives any claim against the City of Cedar Rapids and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Cedar Rapids and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Cedar Rapids arising from any opportunity.

**BID REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to accept or reject any or all bids or parts thereof. The City further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.

**CONFLICT OF INTEREST** - Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

**DISPUTES** - Should any disputes arise with respect to the Contract; the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor. The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Contractor to stop or delay Work.

**FOB POINT AND FREIGHT/DELIVERY CHARGES** – The FOB point, in terms of loss or damage, as well as where title to the goods is passed, shall be FOB-Destination. Freight/delivery charges are to be included in the quoted price of the goods, rather than as a separate line item.

**FORCE MAJEURE** - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

**INDEMNIFICATION** - The Contractor shall, and hereby agrees to, protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the City, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or acts, done by the Contractor, its employees, or any independent Contractors working under the direction of either the Contractor in the performance of the Contract.

**LAWS AND REGULATIONS** - The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing the Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

**METHOD OF AWARDING** - The City reserves the right to make awards based on the entire bid or on an item by item basis. However if Contractor's bid is based on an "all or none" condition, the City may consider their bid non-responsive and reject the entire bid.

**NO GIFT STANDARD** - The City of Cedar Rapids is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

**NON-COLLUSION STATEMENT** – Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

**NON-DISCRIMINATION AND EQUAL OPPORTUNITY** - All Contractors that engage in contracts with the City of Cedar Rapids, Iowa agree as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, families with children, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following: (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Contractor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City's Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Contractor.

**REGULATORY AGENCY COMPLIANCE** - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Cedar Rapids expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the work they perform.

**RIGHT TO PROTEST** - Anyone wishing to file a protest concerning (1) the specifications, (2) the bid procedure or (3) the award of the contract must do so in writing in accordance with the City's Protest Procedure which is posted on the City's website at [http://cedar-rapids.org/government/departments/purchasing/Documents/Protest%20Procedure\\_14.pdf](http://cedar-rapids.org/government/departments/purchasing/Documents/Protest%20Procedure_14.pdf)

**SAFETY DATA SHEETS** - The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Cedar Rapids. City of Cedar Rapids employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file.

**SUBCONTRACTING** – The Work relating to this Project, or any portion thereof, may not be subcontracted without written approval from the City. All approved Subcontractors shall be listed in the resulting contract or in a written amendment to the contract.

**SPECIFICATIONS** - Unless otherwise stated, every item provided in response to this Request for Bid shall be new, unused, and of current model under standard production by the manufacturer. Items shall be furnished complete with standard equipment and accessories as listed in the manufacturer's printed literature. Remanufactured, used, demonstrator models or refurbished items will not be accepted.

**SUSPENSIONS AND DEBARMENT** - The Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Cedar Rapids or the State of Iowa.

**TAXES** - The City of Cedar Rapids is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made. The Cedar Rapids Tax ID number is 42-6004336.

**TERMINATION OF CONTRACT FOR CONVENIENCE** - The City may terminate the Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of

such termination. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

**TERMINATION FOR CAUSE AND DEFAULT** - If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the terms or conditions of the Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all completed Work, reports, and delivered materials shall, at the option of the City, become its property, and the Contractor shall be entitled to receive compensation for any satisfactory Work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the Contract by the Contractor and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City are determined.

**WARRANTIES - GOODS**

The Contractor warrants that all articles, materials and goods shall be consistent with manufacturer's specifications and will be free from defects. Without limitation of any rights which the City may have by reason of any breach of warranty, goods which are not as warranted may be returned at Contractor's expense within thirty (30) days after delivery, for either credit or replacement, as the City may direct without additional charge to the City.

**WARRANTIES – INTELLECTUAL PROPERTY** - Contractor represents and warrants that all the materials, goods and work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and work. The Contractor represents and warrants that the materials, goods and work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Contractor further represents and warrants that the materials and works do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and work contemplated by the Contract.

----- End of Attachment A -----



## **ATTACHMENT B – INSURANCE REQUIREMENTS**

### **Section I – Basic Insurance Requirements**

Contractor, at its own expense, shall procure and maintain during the life of this Contract, the following insurance so as to cover all risk which shall arise directly or indirectly from Contractor's obligations and activities.

**General Liability Insurance** Contractor shall carry the most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an occurrence-basis, with limits not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for Bodily Injury and Property Damage, including the following coverages:

- Premises and Operations Coverage
- Contractual Liability
- Products and Completed Operations Coverage
- Broad Form Property Damage Liability
- Personal Injury Liability

**Automobile Liability Insurance** with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

**Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Statutes. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each employee for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

### **ONE (1) ENDORSEMENT REQUIRED:**

#### **1. Cancellation and Material Changes Endorsement**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to:

City of Cedar Rapids  
Finance Department – Purchasing Services Division  
101 First Street SE  
Cedar Rapids IA 52401

**(Please note that the City does accept a signed letter on the agent's letterhead, from the insured's insurance agent, confirming that the agent will provide notice as indicated above.)**

### **Section II – Conditions of Contract**

The Contractor is required to purchase and maintain insurance coverage to protect the Contractor and City of Cedar Rapids throughout the duration of this Contract as enumerated above in the minimum limits above written and the requirement shall be a part of the Contract. Failure on the part of the Contractor to maintain this insurance in full effect will be treated as a failure on the part of the Contractor to comply with these requirements and be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified in the future.

The insurance policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of "B+" or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Contractor continuing to furnish the CITY certificates of insurance.

The Contractor shall be responsible for deductibles and self-insured retentions in the Contractor's insurance policies.

The Contractor is required to give the City notice of any change in coverage, specifically, any reduction in coverage and cancellation of coverage no less than thirty (30) days prior to the effective date of any non-renewal or cancellation of any policies required by the Contract.

The City intends to be an Additional Insured with coverage being primary and not contributing with any other insurance or similar protection available to the City whether any other coverage is primary, contributing or excess.

In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

**Section III – Contract Approval**

A Certificate of Insurance is required evidencing all required insurance coverage as provided above with any required endorsements attached so as to evidence their inclusion in the coverage. The Certificate of Insurance is due before the Contract can be approved. The following format is required:

List Turf Care Products, RFB #PUR1215-102, as the Scope of Work the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

City of Cedar Rapids  
Finance Department – Purchasing Services Division  
101 First Street SE  
Cedar Rapids IA 52401

The Producer’s contact person’s name, phone number and e-mail address is required.

Endorsement, as required in Section I, shall be included with the Certificate of Insurance to evidence that the policy has been endorsed.

Certificates may be sent by e-mail ([r.johnson2@cedar-rapids.org](mailto:r.johnson2@cedar-rapids.org)), fax (888-815-3659), mail or delivery to the attention of Rebecca Johnson.

----- End of Attachment B -----

**ATTACHMENT C**  
**BID SUBMITTAL FORMS**  
  
For  
  
**TURF CARE PRODUCTS**  
**RFB #PUR1215-102**

<b>FORM NAME</b>	<b>Page</b>
Bid Pricing Submittal Form - Fertilizers.....	20
Bid Pricing Submittal Form - Chemicals.....	24
Signature Page Form.....	28
Buy Local Packet (submit only if applicable).....	29

**PRICING SUBMITTAL FORM  
FERTILIZERS - Pages 20 through 23**

**All freight charges, delivery fees, and packaging charges must be included in the price.  
FOB Point, in terms of loss or damage, is Destination.**

All fertilizers shall be classified in two categories: greens grade fertilizer and fairway grade fertilizer (fairway grade shall also be for tee areas). Three (3) lines are provided for multiple products per item but bidders may bid on as many products per item as desired. Space is provided to indicate any rebates available, however, rebates may be considered in determining award but will not be calculated into the cost for determination of the lowest bid. All rebates shall be reimbursed to the City of Cedar Rapids.

Minimum requirements for fertilizers:

- **All fertilizers shall contain no more than ± 5% variance of each individual analysis.** Equivalent products to those specified will be considered, however, it is the sole discretion of the City to make the determination if a product will be acceptable as equivalent.
- All particulars shall be homogenous pellets
- All fertilizer shall show the correct setting and amount of product to be applied through a Vicon, Scotts R-8A or Lesco spreader (on the bag or separate label)
- All fertilizers shall include the cost of nitrogen per pound for each product after all applicable discounts and rebates
- Bidders shall include a product information sheet for each fertilizer they bid
- Awarded suppliers shall be required to supply appropriate Safety Data Sheets (SDS, formerly known as MSDS) upon delivery of all hazardous products
- All fertilizers bid (with the exception of flowable fertilizers) shall include a product label that has all major and minor elements (including percentages), uniformity index number (U.I.), and the Size Guide Number (SGN)

**Suppliers shall be required to deliver to separate addresses for each order as requested. All shipping charges shall be included in the bid price.**

All quantities listed reflect estimated usage and are not guaranteed for the upcoming 2016 season. Products will be purchased on an as needed basis throughout the season.

Item #	Base Analysis	Description	Pkg Size	Estimated Usage	Product/Analysis Bid	U.I./SGN	Cost of Nitrogen/lb	Unit Cost (per bag)	Rebate (if available)
<b>SGN 220+ (fairway grade)</b>									
1	32-3-10	50-75% poly SCU	50 lb. bag	278 bags			\$	\$	
							\$	\$	
							\$	\$	
2	21-3-21	75% Uflex	50 lb. bag	13 bags			\$	\$	
							\$	\$	
							\$	\$	
3	13-26-5	SCU; 100% amm sulfate	50 lb. bag	32 bags			\$	\$	
							\$	\$	
							\$	\$	

Item #	Base Analysis	Description	Pkg Size	Estimated Usage	Product/Analysis Bid	U.I./SGN	Cost of Nitrogen/lb	Unit Cost (per bag)	Rebate (if available)
4	6-2-0	90-120 Milorganite	40 lb. bag	20 bags			\$	\$	
							\$	\$	
							\$	\$	
5	18-0-4	50% RXN or Uflexx .43% barricade	50 lb. bag	200 bags (may replace w/ line 25 or 26)			\$	\$	
							\$	\$	
							\$	\$	
6	33-0-5	100% RXN or Uflexx 2% fe MOP	50 lb. bag	670 bags (may partially replace w/ line 25 or 26)			\$	\$	
							\$	\$	
							\$	\$	
7	46-0-0	Uflexx or similar stabilization	50 lb. bag	121 bags			\$	\$	
							\$	\$	
							\$	\$	
8	47-0-0	UMaxx					\$	\$	
							\$	\$	
							\$	\$	
<b>SGN 75-120 (Greens Grade)</b>									
9	22-0-22	100% nutralene (N release must be equal)	50 lb. bag	11 bags			\$	\$	
							\$	\$	
							\$	\$	
10	N/A	Gypsum 100 SGN So4 mini	40 lb. bag	32 bags			\$	\$	
							\$	\$	
							\$	\$	
11	N/A	Limestone palletized 98G mini	50 lb. bag				\$	\$	
							\$	\$	
							\$	\$	
12	13-2-13	With Am. Sulphate, 2% fe, minors (AGG)	50 lb. bag	46 bags			\$	\$	
							\$	\$	
							\$	\$	

Item #	Base Analysis	Description	Pkg Size	Estimated Usage	Product/Analysis Bid	U.I./SGN	Cost of Nitrogen/lb	Unit Cost (per bag)	Rebate (if available)
13	10-20-20	50% nutralene SOP/micros	50 lb. bag	20 bags			\$	\$	
							\$	\$	
							\$	\$	
14	14-28-10	50% nutralene (N release must be equal)	50 lb. bag	13 bags			\$	\$	
							\$	\$	
							\$	\$	
15	20-0-20	50% Polymer coated (N release must be equal)	50 lb. bag	31 bags			\$	\$	
							\$	\$	
							\$	\$	
16	10-2-5	35% humic acid (Grow Power)	50 lb. bag	12 bags			\$	\$	
							\$	\$	
							\$	\$	
17	N/A	Huma-Cal soil conditioning product SGN 120		10 bags			\$	\$	
							\$	\$	
							\$	\$	
<b>Other</b>									
18	0-0-50	Water Soluble	50 lb. bag	6 bags			\$	\$	
							\$	\$	
							\$	\$	
19	20-0-8	With .67 Acelepryn XCU; 150-220 SGN; 50% XCU/Uflexx PCSCU		400 bags			\$	\$	
							\$	\$	
							\$	\$	
20	28-8-18	Sprayable fertilizer		30 bags			\$	\$	
							\$	\$	
							\$	\$	
21	0-0-15	Gro-Power 0-0-15, High K + Calcium, 200 SGN					\$	\$	
							\$	\$	
							\$	\$	

Item #	Base Analysis	Description	Pkg Size	Estimated Usage	Product/Analysis Bid	U.I./SGN	Cost of Nitrogen/lb	Unit Cost (per bag)	Rebate (if available)
22	18-3-7	Gro-Power Premium Green 18-3-7 / ER 200SGN					\$	\$	
							\$	\$	
							\$	\$	
23	11-2-9	Gro-Power Premium Green 11-2-9 / Fe+Mn					\$	\$	
							\$	\$	
							\$	\$	
24	N/A	Humega	Gallon	30 bags			\$	\$	
							\$	\$	
							\$	\$	
<b>Combination Fertilizers</b>									
25	26-0-5	90% Duration (or similar coat) with .15% dimension & .058% Acelepryn		May replace quantities from lines 5 and 6			\$	\$	
							\$	\$	
					MUST provide recommended usage rate per acre:				
26	32-0-5	81% Duration (or similar coat) with .15% dimension & .058% Acelepryn		May replace quantities from lines 5 and 6			\$	\$	
							\$	\$	
					MUST provide recommended usage rate per acre:				

Will you hold fertilizer pricing firm for the full season of the contract?  Yes  No

If no, what is the date the City can expect a mid-season price review? \_\_\_\_\_

**\*\*\*Thirty (30) days' notice by the Contractor to the City is required prior to the effective date of any price increase\*\*\***

What is your approximate lead time for delivery of fertilizers after receipt of purchase order? \_\_\_\_\_

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PRICING SUBMITTAL FORM  
CHEMICALS – Pages 24 through 27**

**All freight charges, delivery fees, and packaging charges must be included in the price.  
FOB Point, in terms of loss or damage, is Destination.**

**Chemicals**

- Equivalent products will be considered only if they have the same % of active ingredients and the same suggested label use rate as the product name specified. It is the sole discretion of the City to make the determination if a product will be acceptable as equivalent.
- Awarded suppliers shall be required to supply appropriate Safety Data Sheets (SDS, formerly known as MSDS) upon delivery of all hazardous products.

Space is provided to indicate any rebates available, however, rebates may be considered in determining award but will not be calculated into the cost for determination of the lowest bid. All rebates shall be reimbursed to the City of Cedar Rapids.

**Suppliers shall be required to deliver to separate addresses for each order as requested. All shipping charges shall be included in the bid price.**

All quantities listed reflect estimated usage and are not guaranteed for the 2016 season. Products will be purchased on an as needed basis throughout the season.

Item #	Product Name / Description	Estimated Usage	Manufacturer / Product Name to be supplied	Application Rate (per 1000 sq ft)	Pkg Size	Price per Package	Rebate (if available)
<b>PHOSPHITE</b>							
1	0-0-30 Stress Phiter Fungicide	19 cases			2 x 2.5 gallon	\$	
<b>FUNGICIDES</b>							
2	Torque Fungicide (Cleary)	4 gallons			5 x 1 gallon	\$	
3	Daconil Flowable Weatherstik	17.5 gallons			2 x 2.5 gallon	\$	
4	ProStar Fungicide	1 case			4 x 3 lbs	\$	
5	Renown Fungicide (Syngenta)	10 gallons			2 x 2.5 gallon	\$	
6	Tartan Fungicide	2 cases			2 x 2.5 gallon	\$	
7	Tourney	35 lbs.			4 x 5 lb bottle	\$	
8	Instrata	6.5 cases			2 x 2.5 gallon	\$	
9	Banol Fungicide (propamocarb)	3 cases			2 x 1 gallon	\$	
10	Chlorothanil Zn				2 x 2.5 gallon	\$	
11	Chlorothanil weatherstik	25 cases			4 x 5 lbs	\$	
12	Iprodine	4 cases			2 x 2.5 gallon	\$	
13	Mefenoxam	4 cases			2 x 1 gallon	\$	
14	Endorse	1 case			3 x 11 lbs	\$	
15	Propiconazole	6 cases			2 x 1 gallon	\$	
16	Syngenta Heritage	2 cases			6 x 1 lb	\$	
17	Bayleton 50% WSP	2 cases			4 x 1.375 lb	\$	



Item #	Product Name / Description	Estimated Usage	Manufacturer / Product Name to be supplied	Application Rate (per 1000 sq ft)	Pkg Size	Price per Package	Rebate (if available)
18	Secure (fluazinam)	2.5 gallons			2 x 2.5 gallon	\$	
19	Banol (propamocarb)				2 x 1 gallon	\$	
20	Emerald (Boscalid)	2 cases			10 x .49 lb	\$	
21	Trifloxystrobin					\$	
22	Iprodione	12.5 gallons				\$	
23	Interface (Trifloxystrobin)	4 cases			2 x 2.5 gallon	\$	
24	Propiconazole					\$	
25	Prokoz Mainsail	360 lbs				\$	
26	Velista (penthopyrad)					\$	
27	Xzemplar (Fluxapyroxad)					\$	
28	Fore 80 WP rainshield (Mancozeb)					\$	
29	Kabuto Fungicide SC (Isofetamid)					\$	
<b>INSECTICIDES</b>							
30	Imidacloprid	56 cases			4 x 4 x 1.6 oz	\$	
31	Acelepryn insecticide (Chorantraniliprole chemical class)				4 x 64 oz	\$	
32	Dylox 6.2g insecticide (Trichlorfon chemical class)				30 lb bag	\$	
33	Provaunt insecticide (Indoxacarb chemical class)	80 oz.			10 oz container	\$	
34	Tempo SC 900 ml	900 ml			900 ml	\$	
35	TREEage (4% Emamectin Benzoate)	4 liters			8 x 1L	\$	
36	ArborMectin (4% Emam. Benzoate)					\$	
<b>HERBICIDES</b>							
37	Barricade 4 FL herbicide	16 gallons			4 x 1 gallon	\$	
38	Quick Pro Roundup herbicide, Glyphosate 48.7%	4 cases			2 x 2.5 gallon	\$	
39	Pendimethalin 3.3 EC	6 cases			2 x 2.5 gallon	\$	
40	Tenacity	3 gallons			4 gal/case	\$	
41	Bensumec 4lf	17.5 gallon			2 x 2.5 gallon	\$	
42	Dow Dimension (generics acceptable)				2 x 2.5 gallon	\$	
43	Drive XLR8	2 cases			4 x 64 oz	\$	

Item #	Product Name / Description	Estimated Usage	Manufacturer / Product Name to be supplied	Application Rate (per 1000 sq ft)	Pkg Size	Price per Package	Rebate (if available)
44	Quincept (Confront)	2 cases			4 x 1 gallon	\$	
45	Aquaneat (Rodeo), non select herb				2.5 gallon	\$	
46	Prokoz Vessel Trimec	1 case			2 x 2.5 gallon	\$	
47	Prokoz Vessel Trimec	85 gallons			30 gallon	\$	
48	Prokoz Vessel Trimec				55 gallon	\$	
49	Prokoz Glyphosate Pro				2 x 2.5 gallon	\$	
50	Quick Silver	5 bottles			8 oz bottle	\$	
51	Preen (Trifluralin)	2 drums			17 lb drum	\$	
52	Dicamba Vessel (2-4-D, MCPP)				2 x 2.5 gallon	\$	
53	Dicamba Vessel (2-4-D, MCPP)	2 drums			55 gallon drum	\$	
54	Q4 Plus				gallon	\$	
55	Tordon RTU (Streets Maintenance)				1 qt bottle	\$	
56	Sahara DG (Streets Maintenance)				10 lb bag	\$	
<b>GROWTH REGULATORS</b>							
57	Trim It 2 SC (Paclobutrazol)	1 gallon			4 x 1 gallon	\$	
58	Proxy growth regulator	25 gallons			2.5 gal cont.	\$	
59	Trinexapac Ethyl	3 gallons			2 x 1 gallon	\$	
60	Legacy plant growth regulator				2 x 2.5 gallon	\$	
<b>AQUATICS</b>							
61	Aquatic Blue pond dye	20 gallons			4 x 1 gallon	\$	
62	Copper Sulfate	2 bags			50 lb bag	\$	
63	Aqua Sweep (2-4-D, Triclopyc)	1.5 case			2 x 2.5 gallon	\$	
64	Reward (diquat)	2.5 gallons			2 x 2.5 gallon	\$	
65	Aquashade	10 cases			4 x 1 gallon	\$	
66	Natural Pond Cleaner	2 cases			4 x 1 gallon	\$	
67	Clipper (Flumioxazin)	New			5 lb cont.	\$	
<b>WETTING AGENTS</b>							
68	Tri Cure AD (Polyepoxide)	60 gallons			2 x 2.5 gallon	\$	
69	Tri Cure Micro	62.5 gallons			2 x 2.5 gallon	\$	
70	Primer Select	15 gallons			5 gallon cont.	\$	
71	Fortify	New			2 x 2.5 gallon	\$	

Item #	Product Name / Description	Estimated Usage	Manufacturer / Product Name to be supplied	Application Rate (per 1000 sq ft)	Pkg Size	Price per Package	Rebate (if available)
<b>SPRAY ADDITIVE</b>							
72	Cornbelt Premier 90				6 x 1 gallon	\$	
73	Shake down defoamer				12 x 1 qt	\$	
74	New Balance PH adj.				6 x 1 gallon	\$	
75	Foam a lot				4 x 1 gallon	\$	
<b>BIOSTIMULANTS</b>							
76	Ajinomoto GreenNcrease (6-0-0)	55 gallons			2 x 2.5 gallon	\$	
<b>MOLE BATE</b>							
77	Talpirid mole bate	1 box (20)			20 per box	\$	

Will you hold chemical pricing firm for the full season of the contract?  Yes  No

If no, what is the date the City can expect a mid-season price review? \_\_\_\_\_

**\*\*\*Thirty (30) days notice by the Contractor to the City is required prior to the effective date of any price increase\*\*\***

What is your approximate lead time for delivery of chemicals after receipt of purchase order? \_\_\_\_\_

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SIGNATURE PAGE FORM**

The undersigned, having examined these documents and having full knowledge of the condition under which the Work described herein must be performed, hereby proposes fulfillment of the obligations contained herein in accordance with all insurance documents, instructions, terms, conditions, and specifications set forth; and that all required Products be furnished and that all incidental costs be paid in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative (print): \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone # ( ) \_\_\_\_\_ Fax # ( ) \_\_\_\_\_

Federal ID Number \_\_\_\_\_

Iowa Department of Labor Registration Number, if applicable \_\_\_\_\_

The State of Iowa requires that all individual contractors and businesses performing "construction" work within Iowa be registered with the Division of Labor and renew that registration annually. More information about this law can be found at <http://www.iowaworkforce.org/labor/contractor.htm>

**FIRM PRICING**

Offered pricing shall remain firm for a minimum of sixty (60) days after the due date of this solicitation unless indicated otherwise. Accepted pricing shall remain firm for the duration of the contract.

**ADDENDA {It is the Bidder's responsibility to check for issuance of any addenda}**

The above-signed hereby acknowledges receipt of the following addenda:

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_ Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_ Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

**PAYMENT METHOD**

Do you accept a credit card for payment of purchases? Yes  No

**QUICK PAY DISCOUNT**

If you provide a discount for quick payment, please state the discount and terms: \_\_\_\_\_ % \_\_\_\_\_ days

Does this discount apply to payments made by MasterCard? Yes  No

**PROPOSED SUBCONTRACTORS (Reference General Terms and Conditions, section titled *Subcontracting*).**

If awarded this project, do you plan to use any subcontractors? Yes  No  If yes, list information below.

Subcontractor Company Name	Address	IA Contractor Registration #

We choose not to bid at this time.  We would like to be considered for future solicitations.

## BUY LOCAL PACKET

The Cedar Rapids City Council adopted the Buy Local Purchasing Policy through City Council Resolution No. 1239-10-10.

1. Who is local?

- a. Businesses located within Linn County, Iowa who have paid Linn County property taxes on a plant, office or store occupied by the business for the past year; or
- b. Businesses located within Linn County, Iowa who have paid rent for the past year to a landlord or owner who has paid Linn County property taxes for the past year on the plant, office or store occupied by the business.

2. How do I apply for local preference status?

- a. Complete a "Local Business Certificate". (See page 3 of this packet)
- b. Mail the notarized, completed certificate to:  
City of Cedar Rapids – Purchasing Division  
101 First Street SE  
Cedar Rapids, IA 52401

3. After I return the notarized certificate, how do I know if my business is on the list?

A list of certified businesses can be viewed on the City's website:

[www.cedar-rapids.org/government/departments/purchasing](http://www.cedar-rapids.org/government/departments/purchasing)

Please allow up to 10 days for processing of the certificate before the business is listed.

4. Will the local preference policy be applied to all purchases for goods and services?

No, the following types of purchases are excluded:

- a. Purchases subject to the competitive laws of the State of Iowa
- b. Purchases subject to federal, state or county grant stipulations
- c. Purchases from the State of Iowa or other national contracts
- d. Sole source purchases

5. Do you have questions or feedback about the Buy Local Program?

Please send questions via email to [buylocal@cedar-rapids.org](mailto:buylocal@cedar-rapids.org)

6. If I work out of my home, and my home is in Linn County, am I eligible to become a certified local business?

In order to qualify as local business your business must pay commercial property taxes related to the business being certified as local business. Residential property taxes paid for a home business do not qualify for the buy local certification.

7. How does the Buy Local Program work?

Preference shall be applied to acceptable quotes, bids and proposals greater than \$1,000 from businesses within Linn County, Iowa who have submitted a notarized "Local Business Certificate".

**Example A:** Preference shall be given in the procurement of goods and/or services by bid or quote when a local Contractor's bid or quote exceeds the acceptable low bid by no more than:

10% for bids less than \$25,000

5% for bids equal to or greater than \$25,000 but less than \$200,000

1% for bids equal to or greater than \$200,000

Bid Tabulation for a 20' Enclosed Trailer			
	Contractor A	Contractor B	Contractor C
	Marion, IA	Des Moines, IA	Davenport, IA
BID PRICE	\$ 15,147.99	\$ 14,770.55	\$ 18,250.00

- This bid is less than \$25,000 so the preference is 10%
- Contractor B submitted the lowest bid of \$14,770.55
- Contractor B is not a local business
- Contractor A submitted the next lowest bid of \$15,147.99
- Contractor A is a certified local business
- $\$15,147.99 - \$14,770.55 = \$377.44 / 14,770.55 = 2.56\%$
- The difference between the two bids is 2.56% which is within 10% so the local preference applies
- The bid is awarded to the local Contractor A for \$15,147.99

**Example B:** Preference shall be given in the procurement of goods and/or services by Request for Proposal (RFP) by awarding additional points to the evaluation scores of proposals received from certified local businesses as follows:

10% of all available points for proposals less than \$25,000

5% of all available points for proposals equal to or greater than \$25,000 but less than \$200,000

1% of all available points for proposals equal to or greater than \$200,000

Proposal Summary			
	Contractor A	Contractor B	Contractor C
	Iowa City, IA	Cedar Rapids, IA	Hiawatha, IA
Points	976.7	723	636.8
Points for Local Preference	0	50	50
TOTAL POINTS	976.7	773	686.8

- This proposal is greater than \$25,000 but less than \$200,000 so the preference is 5%
- The total available points are 1,000 (5% of 1,000 points = 50 points)
- The proposal received from Contractor A was given 976.7 points by the evaluation team
- Contractor B and Contractor C each received 50 additional points per the local preference policy
- After the additional points were applied, Contractor A remained the highest ranked proposal
- Local preference did not change the award in this case



## STATEMENT OF POLICY

## CITY OF CEDAR RAPIDS LOCAL BUSINESS CERTIFICATE

Pursuant to Cedar Rapids City Council Resolution 1239-10-10, in conducting the procurement of goods and/or services by competitive solicitation, the City of Cedar Rapids shall give preference to a responsive bid or proposal from a business located within the limits of Linn County, Iowa over an acceptable bid or proposal submitted by a business located outside of Linn County.

Preference shall be given in conducting procurement of goods and/or services by bid or quote when a local bidder's bid or quote exceeds the acceptable low bid by no more than:

- 10% for bids less than \$25,000
- 5% for bids equal to or greater than \$25,000 but less than \$200,000
- 1% for bids equal to or greater than \$200,000

Preference shall be given in conducting procurement of goods and/or services by request for proposal by awarding additional points to each proposal where the business is located in Linn County as follows:

- 10% of all available points for proposals less than \$25,000
- 5% of all available points for proposals equal to or greater than \$25,000 and less than \$200,000
- 1% of all available points for proposals equal to or greater than \$200,000

The local preference is not applicable to goods and services purchased with the assistance of federal, state or county grants or funds, or pursuant to the competitive laws of the State of Iowa.

### WRITTEN STATEMENT REQUESTING LOCAL BUSINESS STATUS

I, \_\_\_\_\_, am an authorized representative of \_\_\_\_\_ (name of business) and on behalf of the business request that it be deemed to be a local business for purposes of the City of Cedar Rapids "Buy Local" program. Answering yes to question 1 **and** either question 2 or 3 listed below will qualify the business as a local business. In support of this request I certify the following information as being true and correct:

<b>Name of Business Here →→→</b>		
(1) Is your business located within the limits of Linn County, Iowa?	<input type="checkbox"/> Yes <input type="checkbox"/> No	No. of Years: _____
(2) Did your business pay Linn County property taxes on a plant, office or store occupied by the business for the past year?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Street address of property: _____ Is this your home residence? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, see page 1, #6
(3) Did your business pay rent for the past year to a landlord or owner who has paid Linn County property taxes for the past year on a plant, office or store occupied by your business?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Street address of property: _____ Is this your home residence? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, see page 1, #6

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree the business is required to notify the City in writing should it cease to qualify as a local business.

Signature _____	Title _____	Date _____
Address _____	City/State _____	Zip _____
Phone _____	Email _____	County _____

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before the undersigned Notary Public.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF IOWA

To confirm your status, check the certified local business list which is posted on the City's website:

[www.cedar-rapids.org/government/departments/purchasing](http://www.cedar-rapids.org/government/departments/purchasing).

Questions about the Buy Local program may be emailed to [buylocal@cedar-rapids.org](mailto:buylocal@cedar-rapids.org).

Mail the notarized, completed certificate to →→→ City of Cedar Rapids  
Finance Department – Purchasing Services Division  
101 First Street SE  
Cedar Rapids, IA 52401

Internal Use Only:

Contractor ID: \_\_\_\_\_ Contractor Location ID: \_\_\_\_\_ Updated by: \_\_\_\_\_