



"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

November 21, 2017

For
**INSTALLATION OF PLANT MATERIAL
ALONG I-380 AT H AVENUE EXIT
RFB #PUR0917-042**

Prepared by
City of Cedar Rapids
Purchasing Services Division

TABLE OF CONTENTS

| Section Number | Section Name | Page |
|-----------------------|----------------------------------|-------------|
| 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 | 9 |
| 5.0 | Bid Evaluation and Award | 14 |
| 6.0 | Submittal Instructions | 15 |

| Attachment | Attachment Name |
|-------------------|---|
| 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) |
| D | Map |

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 Wednesday, December 6, 2017, at the Office of the City Clerk, in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 for Installation of Plant Material along I-380 at the H Avenue Exit as requested by the City of Cedar Rapids Parks and Recreation Division.

1.2 RFB Timeline

Name of the Bid Installation of Plant Material along I-380 at H Avenue Exit, RFB #PUR0917-042

Date of Issuance Tuesday, November 21, 2017

Pre-Bid Meeting Wednesday, November 29, 2017 at 9:00 a.m. CST
City Services Center, Five Seasons Conference Room
500 15th Avenue SW, Cedar Rapids, IA 52404

Deadline for Questions Thursday, November 30, 2017 at 3:00 p.m. CST
Submit questions to Heather Mell at h.mell@cedar-rapids.org

Deadline for Bid Submittal Wednesday, December 6, 2017 before 3:00 p.m. CST
Bids time stamped 3:00 p.m. CST or after are late

Recommendation for Award Friday December 8, 2017

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: Installation of Plant Material along I-380 at H Avenue Exit
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 proposals **are not** acceptable.

Contact Person, Title Rebecca Johnson, CPPB, Purchasing Agent (out of office 11/6-12/1)
E-mail Address 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 Wednesday, December 6, 2017 at 3:00 p.m. CST (our clock) 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 This Project is not federally funded.

2.2 NOTICE: INSURANCE IS REQUIRED FOR THIS PROJECT

WORK SHALL NOT BEGIN UNTIL THE CERTIFICATE OF INSURANCE AND ALL REQUIRED ENDORSEMENTS ARE RECEIVED AND APPROVED BY THE CITY.

At all times during the term of the Work and 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 and installing the plant material along I-380 as requested by the Engineering Division. Project Manager shall mean Todd Fagan, City Arborist, who is the designated coordinator and administrator for the Work under this project.

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

In addition to the information contained in the Request for Bid, you are strongly encouraged to attend a pre-bid meeting to be held on Wednesday, November 29, 2017 at 10:00 a.m. CST in the Five Seasons Conference Room at the City Services Center, 500 15th Avenue SW, Cedar Rapids, Iowa. The City is inviting all bidders to attend this meeting to examine the work areas and equipment, ask specific questions and request clarifications on the specification portion of this bid document. All interested bidders are strongly encouraged to attend in order to familiarize themselves with the systems and all conditions that may affect the time or cost of performance. The meeting will be followed by a site visit.

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 preparing 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 Thursday, November 30, 2017 at 3:00 p.m. CST. FAX or E-MAIL all questions to Heather Mell at (888) 815-3659 or h.mell@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.

www.cedar-rapids.org/local_government/departments_g_-_v/purchasing_services/current_bid_opportunities_list.php

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 work being offered shall be addressed in writing and submitted with the Bid.

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 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 commence on the date the City executes the Contract and shall end on May 31, 2018.
- 3.1.2 The Contract shall be renewed for a two-year maintenance period to begin upon completion and acceptance of installation of plant material.
- 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.

3.2 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 As a minimum, the invoice shall include the following information:
 - Contractor name and address
 - Date of Work
 - City PO number
 - Description of plant material
 - Quantity
 - Unit price
 - Extended price
 - The total amount being invoiced
 - The Project Number / Contract Number (#PUR0917-042)

- 3.3.3 Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.
- 3.3.4 One invoice and supporting documentation shall be submitted within thirty (30) days after the Work is completed:
In a PDF format via e-mail to: accountspayable@cedar-rapids.org or
Via US mail to: City of Cedar Rapids Finance Department – Accounts Payable
101 First Street SE, PO Box 2148, Cedar Rapids, IA 52406-2148
- 3.3.5 The City may withhold payment for reasons including, but not limited to the following:
- a) Material or Work that is 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) Delay in the progress or completion of the Work;
 - e) Inability of Contractor to provide material or complete the Work;
 - f) Failure of Contractor to properly complete or document any pay request or invoice;
 - g) Any other failure of Contractor to perform any of its obligations under the Contract; or
 - h) 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.
- 3.3.6 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 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, the Contractor chooses to dispose of Documents, disposal of Documents shall:

- a) comply with any retention requirements of the agreement, and
- b) 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 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 Amount of Work

The City does not guarantee any minimum or maximum hours of work for the Contractor. There is no guaranteed minimum amount of Work that will be required throughout the contract period.

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 contracts.

----- 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 Contractors for installation of plant material along I-380 at the H Avenue exit, as requested by the Parks and Recreation Department. The planting area is approximately 1.84 acres. Contractor shall reference Attachment D for a map of the location. All planting material shall be inspected by City staff prior to planting and any items found to be in non-compliance of the following specifications will be rejected.

The Contractor shall supply all labor, materials and necessary equipment for the ground preparation and installation of plant material included in this Request for Bid.

4.1.1 Roadside Spraying

Furnish and apply by spraying glyphosate, a broad spectrum, non-selective systemic herbicide to actively growing vegetation in the Native Grass Seeding areas. Measure the rate of glyphosate with surfactant according to manufacturer's label recommendations for controlling grass. Apply herbicide after the vegetation regrowth once the first mowing has reached boot to head stage of growth.

First Application: Fall of 2017

Subsequent Applications: Apply additional herbicide in early spring 2018 (late march or early April) to surviving vegetation with the exception of existing native grass.

Method of Measurement: The quantity of Roadside Spraying for which payment will be made will be acres, void of living vegetation, shown in the contract documents unless changes have been authorized by the Engineer.

Basis of Payment: Pricing is requested as a firm-fixed price including all costs for labor, equipment, and materials for the first and subsequent sprayings to obtain a complete kill of all existing vegetation with the exception of existing native grass.

4.1.2 Clearing and Grubbing

Clear and grub designated trees. Clear volunteer vines at groundline and remove their branches from the existing trees. Clear all non-native trees, but clear and grub any stumps. Clear volunteer trees at groundline. This work shall be accomplished in the fall/early winter of 2017.

4.1.3 Herbicide Application, Cut Stump

Include for cleared volunteer trees, shrubs and vines at the project location which cannot be grubbed out.

Treatment is for use in wet or dry areas, or when stumps are initially cut to ground line. Stumps must be treated immediately after cutting. Cut stumps to ground line prior to herbicide application and brush away sawdust from the cut surface.

Triclopyr herbicide shall be applied to stump within 5 minutes of cutting. Leave stumps without any additional cutting or grinding for 6 weeks after herbicide treatment to allow time for the herbicide to translocate.

Use a water-based triethylamine salt formulation of triclopyr herbicide, labeled for use in and around standing water. Mix and apply the herbicide according to label directions for cut stump treatment. Apply the herbicide at 3 lbs/gal acid equivalent (ae) of triclopyr (for example, for 3 lbs ae/gal products, apply undiluted). Apply the herbicide using a brush or directed spray, wetting the outer 2 inches of sapwood and the cambium (the tissue just inside of the bark), including the entire circumference and any torn bark areas. It is not necessary to treat the bark on the sides of the stump or exposed roots.

Preapproved herbicide products:

Triclopyr herbicide in a water-based formulation:

Garlon 3A

Element 3A

Tahoe 3A Herbicide

Ecotriclopyr

Dye: Hi-Light Blue

4.1.4 Seedbed Aeration

Contractor shall aerate the entire designated area for Native Grass Seeding using a rotary field/pasture aerator, ie. "Aerway" or equivalent. Aeration shall be accomplished within 1 day prior to drilling seed. Tines shall fracture the soil surface in an alternating pattern to prevent a continuous furrow or grooves that could channel water. Tines shall fracture ('spoon out' not plug), and lift the soil out onto the seedbed surface. Seedbed shall be fractured to a 6 inch minimum depth.

Method of Measurement:

Payment shall be made based on the area shown in the contract documents, aerated at the specified alternating pattern and soil depth, which lifts soil to the surface. Changes must be authorized by the City's Project Manager.

Basis of Payment:

The Contractor will be paid the contract unit price per acre aerated, based on the number of acres indicated in the contract documents. This payment shall be full compensation for aerating in accordance with contract documents.

4.1.5 Native Grass Seeding

The Contractor shall furnish and mix native seed. The contractor shall furnish and apply Oats at 2 PLS lbs/acre, and Grain Rye at 2 PLS lbs/acre as a cover crop.

Native seed mix shall be Pollinator mix from ION Exchange, no substitutions.

Contractor shall contact the City 48 hours prior to seeding for notification of seed delivery to be made for the project.

Contractor shall install seed between April 15 and May 31, 2018, between the hours of 7:00 a.m. and 5:00 p.m. CDT, Monday through Friday.

Contractor shall:

- Locate and seed all labeled seeding areas.
- Apply all forb seed through the native grass drill wildflower or small seed box.
- Apply all native grass seed through the large/native grass seed box.
- Apply cover crop through the cool season/cover crop seed box without mixing with native grass seed.
- Remove seed remaining in the drill at the end of each day by vacuum or other means.
- Remove seed remaining at the completion of all seeding from the drill by vacuum or other means.
- Broadcast by hand remaining seed on the project.
- Suspend seeding after May 31, 2018.
- Seed the areas not completed with a stabilizing crop of Oats 50 lbs. PLS/acre and Grain rye 50 lbs. PLS/acre by June 15, 2018.
- Furnish an additional percentage of PLS lbs. of Source Identified Class (Yellow Tag) Source G0-lowa native grass and wildflower seed as specified below to replace loss in germination.
- Resume seeding using the native grass and wildflower mixture between September 15 and October 31, 2018.

Percent Supplemental Seed/Total lbs./Species:

- Native grasses (except Prairie dropseed) 10%, Prairie dropseed 80%
- Wildflowers @ 40%:
 - Tall Boneset, Smooth Blue Aster, New England Aster, Prairie Spiderwort
- Wildflowers @ 80%:
 - Stiff goldenrod, Showy goldenrod

Supplemental native grass and wildflower seed shall be provided by the Contractor at no additional cost to the City. Seed for cover crop and related activities shall be provided by the Contractor at no additional cost to the City.

4.1.6 Compost

Contractor shall furnish and apply 3 inches of compost on all areas receiving mulch. Compost shall be applied prior to tilling of proposed plant area.

4.1.7 Slope Protection, Wood Excelsior Mat

Wood excelsior mat will be required for this project as described in Article 4169.10, C, 1. of the Iowa Department of Transportation Code.

Straw mat will not be accepted.

Full seedbed preparation shall be required by the Contractor prior to seeding and fertilizing under the wood excelsior mat.

4.1.8 Watering For Sod, Special Ditch Control, or Slope Protection

Pricing shall include four waterings of the slope protection at a rate of 50 gallons per square foot. The contractor shall water the required areas no later than the day following placement of the wood excelsior mat. If the Contractor fails to water by the second day following placement a price adjustment will be assessed at a rate of \$200.00 per calendar day until the watering has been completed.

Additional waterings will be required at intervals of 5 to 8 calendar days. Perform all waterings unless notified not to water by the Engineer, in writing, at least 1 calendar day prior to the day the watering is to occur. If the Contractor fails to complete the watering before the end of the 8th calendar day, a price adjustment will be assessed at a rate of \$200.00 per calendar day, beginning on the 9th day, until the watering is completed.

4.1.9 Roadside Spray for Weed Control

Contractor shall furnish and spot spray clopyralid to patch infestations of thistle and teasel species and, if directed by the Engineer, to other weed species declared noxious by the Iowa Weed Law (Chapter 317.1, Code of Iowa).

The Engineer will notify the Contractor to begin each spraying. The Contractor will be charged working days, beginning with the 3rd working day after notification, to start spraying until each spraying is complete.

Timing of herbicide application shall be made at the weed's recommended growth stage according to manufacturer's label directions for Canada thistle. This is from full leaf expansion to early bud stage, unless otherwise listed in label directions.

Location: Identified locations of thistle and teasel infestations within the Native Grass Seeding areas.

Application:

Apply clopyralid herbicide in September of 2018 and June and September of 2019. The rate shall be clopyralid herbicide 4.3 oz/acre active ingredient (e.g. for 40.9% active ingredient products apply at 6.4 oz/acre). According to label directions, use a surfactant, a drift control agent, and re-add the agent to the herbicide to maintain drift control throughout the application period.

Use hand equipment for spot spraying of all thistle by close-up comprehensive drive through the Native Grass

Method of Measurement:

The quantity of Roadside Spray for Weed Control for which payment is made will be the acres displaying complete visual herbicide control response.

Basis of Payment

For the number of acres of Roadside Spray for Weed Control designated by the Engineer, pricing is requested as a firm-fixed price per acre based on the measured area displaying a complete visual herbicide control response. Pricing shall include all labor, equipment, and materials.

4.1.10 Mowing/Maintenance

Contractor shall mow vegetation at a 6 inch cutting height. Mowing shall be performed when the vegetation reaches a height of 12 inches. In areas inaccessible to field equipment, vegetation shall be cut with appropriate hand equipment and kept current with the mowing of adjacent areas.

Frequency: Mow two (2) times in 2018 and three (3) times in 2019, prior to September 1st of each year.

4.2 Substitutions

If certain species are not available substitutions may be recommended. The bidder shall clearly indicate the exact species being bid with bid submittal. It is the sole discretion of the City to make the determination if a substitution is acceptable.

4.3 Contract Administrator – Site Based Administrator

The contract administrator will be Rebecca Johnson, Purchasing Agent for the City of Cedar Rapids. The site-base administrator is Todd Fagan, City Arborist. During the term of the contract, should the site-based administrator request a change of scope, function, design, etc. of the project, such request shall be reported to the City's contract administrator (Rebecca Johnson) prior to any changes being made so an amendment to the contract may be issued.

4.4 Contractors Employees

Any person making deliveries to or doing work for the City must be identifiable by uniform, proper identification and/or a marked vehicle. The Contractor shall only furnish employees who are competent and skilled for work under this contract.

If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

4.5 Tools and Equipment

The Contractor shall be equipped with the normal tools of their trade and shall furnish all labor, tools and all other items necessary for and incidental to executing and completing all required work. Contractor shall provide all required tools, equipment, consumable products and testing instruments needed for the job.

4.6 Furnish and Install Requirements

These Specifications may describe the various functions and types of work required to install the plants purchased in conjunction with this Request for Bid. Any technical omissions of functions or types of work within these specifications shall not relieve the Contractor from furnishing, installing or performing such work where required to the satisfactory completion of the project. The Contractor shall include all costs associated with installation in its bid price and shall not identify installation costs as a separate item unless specifically allowed on the Bid Submittal Form.

4.7 Underground Utility Locates

The successful bidder is solely responsible for contacting companies to locate underground facilities by contacting "One Call" at (800) 292-8989. Any damage done, or repair needed therefore, to an existing line is considered the responsibility of the successful bidder.

4.8 Permits/Licenses

Contractor is responsible for all permits and/or licenses to perform the duties of this contract.

4.9 Safety

Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, equipment and furnishings shall be

protected by the bidder from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor. The Contractor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury.

4.10 Waste Disposal – Clean-Up

Removal and off-site disposal of waste will be the responsibility of the bidder and shall be included in the bid price. Debris and trash shall be removed at the end of each day's work. Upon completion, the work area shall be left clean of debris and trash associated with the work. There shall be no additional charges to the City for removal and/or disposal of materials.

----- 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 it is 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:
- a) The evaluation team shall determine which responsible Bidder has submitted the lowest responsive bid.
 - b) 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.
 - c) The City Manager executes the Contract.
 - d) 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;
 - Work 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;
 - Guarantees and warranties;
 - 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 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://www.cedar-rapids.org/document_center/Purchasing/Tie%20Bid%20Procedure_14.pdf
- 5.6 Buy Local Program
Buy local does not apply for this project.

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

SECTION 6.0 – SUBMITTAL INSTRUCTIONS

DOCUMENTS TO BE SUBMITTED WITH THIS BID

1. Bid Signature Page – Attachment C
2. Bid Pricing Submittal Form – Attachment C
3. General Company Information Form – Attachment C
4. Certificate of Insurance – Requirements are listed on Attachment B
(Any endorsements will be required upon award)

----- 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.

ADA COMPLIANCE

1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act.
2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation, Section 504 of the 1973 Rehabilitation Act, and similar statutes and regulations prohibiting discrimination on the basis of disability.
3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Cedar Rapids relies to provide services or content, comply with , at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

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 information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

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://www.cedar-rapids.org/document_center/Purchasing/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. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

SUBCONTRACTING - The 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 2 CFR pt. 180 and 2 CFR pt. 3000, 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- WORK - The Contractor shall perform Work for the City pertaining to the Project as set forth in the Contract.

Contractor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.

Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work performed under the Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary as a result of Contractor's acts, errors, or omissions with respect to the quality and accuracy of the Work.

Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.

Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Contractor.

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 relevant Workers Compensation Statutes.

REQUIRED THREE (3) ENDORSEMENTS are to be added to the General Liability Policy. Copies of the endorsements are to be produced with the certificate.

1. Additional Insured Endorsement:

Except for Workers' Compensation and Professional Liability, the policies shall include the City Additional Insured Endorsement of: The City of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as additional insureds with respect to liability arising out of the Insured's work and/or services performed for the City of Cedar Rapids, Iowa. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether available coverage be primary, contributing, or excess.

2. Non-Waiver of Governmental Immunities Endorsement (Iowa):

- a. **Non-waiver of Government Immunity** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Rapids, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Rapids, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- b. **Claims Coverage** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.
- c. **Assertion of Government Immunity** The City of Cedar Rapids, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Rapids, Iowa.
- d. **Non-Denial of Coverage** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Rapids, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Rapids, Iowa.
- e. **No Other Change in Policy** The insurance carrier and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

3. 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 Installation of Plant Material along I-380 at H Avenue Exit, RFB #PUR0917-042, 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.

Certificates may be sent by e-mail (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

**INSTALLATION OF PLANT MATERIAL
ALONG I-380 AT H AVENUE EXIT
RFB #PUR0917-042**

| FORM NAME | Page |
|---------------------------------------|-------------|
| General Company Information Form..... | 22 |
| Bid Pricing Submittal Form..... | 23 |
| Signature Page Form..... | 24 |

GENERAL COMPANY INFORMATION FORM

Company Name _____

Company Address _____

General Description of the Company: _____

Type of Organization (franchise, corporation, partnership, etc.) _____

Number of years in business: _____

References

List three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scopes. (Name of firm, address, contact person, phone number)

Reference #1 - Name: _____

Address: _____

Contact Person & Phone: _____

Date & Description of Job: _____

Contract Value: _____

Reference #2 - Name: _____

Address: _____

Contact Person & Phone: _____

Date & Description of Job: _____

Contract Value: _____

Reference #3 - Name: _____

Address: _____

Contact Person & Phone: _____

Date & Description of Job: _____

Contract Value: _____

Personnel

Name and title of person overseeing the City account: _____

Office Phone: _____ Mobile: _____ Email: _____

Names, titles and years of experience of persons expected to service the City account:

Safety Record

Has your company received an OSHA violation in the past five (5) years? Yes No

If yes, please attach copies of the citations and an explanation of how they have been resolved.

BID PRICING SUBMITTAL FORM

The Contractor shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Bid all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, freight and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Work as described in Section 4.0. The Work will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

Pricing for tasks included in Scope of Work – per specifications listed in Section 4.1 on pages 9 through 12

| Description | UOM | Firm-Fixed Unit Price |
|---|---|-----------------------|
| Roadside Spraying – Fall 2017; firm-fixed price including labor, equipment and materials for first and subsequent spraying to obtain a complete kill of all existing vegetation with exception of existing native grass | completed task | \$ |
| Clearing and Grubbing – Fall/Early Winter 2017; firm-fixed price for completed task of clearing volunteer vines/trees at ground line and removing their branches from existing trees, clear non-native trees, clear and grub any stumps | completed task | \$ |
| Herbicide Application, Cut Stump – Fall 2017/Spring 2018; price per stump Approved Herbicide to be used: _____ | per stump | \$ |
| Seedbed Aeration – Spring 2018; price per acre including labor, equipment and materials necessary to complete aeration in accordance with Scope of Work | per acre | \$ |
| Native Grass Seeding – Initial seeding between April 15 and May 31, 2018; price per pound of seed applied in accordance with Scope of Work | per lb. (applied) | \$ |
| Compost – Spring 2018; price per cubic foot of compost used to apply three (3) inches of compost on all areas designated to receive mulch in accordance with Scope of Work | per cubic foot of compost applied | \$ |
| Slope Protection, Wood Excelsior Mat – Fall 2017/Spring 2018; price per square yard of mat required following seedbed preparation, seeding and fertilizing | per square yard | \$ |
| Watering – required every 5-8 calendar days to begin no later than the day following placement of the wood excelsior mat; Price per occurrence | per occurrence | \$ |
| Roadside Spray for Weed Control – September 2018 and June/September 2019; Price per acre displaying complete visual herbicide control response including all labor, equipment and materials | per acre | \$ |
| Mowing – Two (2) times in 2018 and three (3) times in 2019, prior to September 1 st of each year; Price per occurrence | per occurrence | \$ |

If awarded the contract for the installation of planting material, are you able to complete the clearing and grubbing of existing vegetation in late fall or early winter 2017 if seasonal conditions allow? Yes No

Will you be able to complete the plant installation in the Spring of 2018, no later than May 31, 2018, if seasonal conditions allow? Yes No

If no, within what date range will planting be completed? _____

Describe your warranty for plants supplied and planted by your company: _____

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 Work and Materials 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 _____

D-U-N-S (<https://fedgov.dnb.com/webform>) _____

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.