



**REQUEST FOR BID
 PORTABLE POWER UNIT, POST DRIVER, CORE DRILL, AND BREAKER –
 RFB #PUR0418-158
 CITY OF CEDAR RAPIDS, IOWA – TRAFFIC ENGINEERING DEPARTMENT
 April 6, 2018**

SECTION 1.0 – NOTICE OF REQUEST FOR BIDS (RFB)

1.1 Scope of Work - The City of Cedar Rapids is seeking bids from qualified Vendors for the purchase and delivery of one (1) portable hydraulic power unit, post driver, core drill, and breaker with accessories for the Traffic Engineering Department, 500 15th Ave SW, Cedar Rapids, IA 52404. All items must be compatible. Complete specifications are listed on the Bid Pricing Form, Attachment A.

1.2 RFB Timeline

Name of the Bid	Portable Power Unit, Post Driver, Core Drill, and Breaker, RFB #PUR0418-158
Date of Issuance	April 6, 2018
Deadline for Questions	Friday, April 13, 2018 at 3:00 pm CDT
Deadline for Bid Submittal	Friday, April 20, 2018 before 3:00 pm CDT Bids time stamped 3:00 pm or after are late
Recommendation for Award	Tuesday, April 24, 2018

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: Portable Power Unit, Post Driver, Core Drill, and Breaker,
 RFB #PUR0418-158
 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 Allison Millikin, Purchasing Agent
E-mail Address a.millikin@cedar-rapids.org

Phone/ Fax Numbers Phone: 319-286-5022 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 Friday, April 20, 2018 at 3:00 pm CDT (our clock) in City Hall, 101 First Street SE, Cedar Rapids 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 Whenever used in this RFB the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa. Vendor/Contractor shall mean the company providing and delivering the portable power unit, post driver, core drill, and breaker with accessories for the Traffic Engineering Department.
- 2.3 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.
- 2.4 Insurance Requirements
Vendor, at its own expense, shall procure and maintain workers compensation, general liability and automobile liability insurance so as to cover risks which shall arise directly or indirectly from Vendor's obligations and activities. The Vendor shall furnish the City with a copy of the Certificate of Insurance as proof of the Vendor's insurance policies, if requested by the City.
- 2.5 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.
- 2.6 Addenda
Any matter of this bid package that requires explanation or interpretation must be inquired into by the Bidder in writing by Friday, April 13, 2018 at 3:00 pm CDT. FAX or E-MAIL all questions to Allison Millikin 888-815-3659 or a.millikin@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 be acknowledged and dated on the bottom of the Signature Page Form (Attachment A). All Addenda will be posted on the City's website. It is the Bidder's responsibility to check for addenda. Verbal information obtained otherwise will NOT be considered in awarding of bids.
www.cedar-rapids.org/local_government/departments_g_-_v/purchasing_services/current_bid_opportunities_list.php
- 2.7 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.
- 2.8 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 goods being offered shall be addressed in writing and submitted with the Bid.
- 2.9 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".
- 2.10 In the event of conflict, the Special Terms and Conditions shall take precedence over the General 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 Vendor from the vendors list and rejection of the Vendor'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.

DOCUMENTS TO BE SUBMITTED WITH THE BID

1. BID SIGNATURE PAGE – ATTACHMENT A
2. BID SUBMITTAL FORM – ATTACHMENT A
3. LOCAL BUSINESS CERTIFICATE, IF APPLICABLE – ATTACHMENT A
4. DESCRIPTIVE LITERATURE – PAGE 4

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

SECTION 3.0 – SPECIAL TERMS AND CONDITIONS

3.1 Payment Terms and Invoice Submittal

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

3.1.2 Invoices shall include the following information:

- Vendor name and address
- Date of Delivery
- City PO number
- Description of goods
- Quantity
- Unit price
- Extended price
- The total amount being invoiced
- The Project Number (RFB #PUR0418-158)

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

3.1.4 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
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.

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

- a) Goods that are defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Vendor;
- b) Damage for which Vendor is liable;
- c) Valid liens or claims of lien;
- d) Valid claims of Subcontractors or other persons;
- e) Delay in the delivery of the goods;
- f) Inability of Vendor to complete the delivery of the goods;
- g) Failure of Vendor to properly complete or document any pay request or invoice;
- h) The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters.

3.2 Treatment of Documents and Records - Access/Retention

The Vendor shall maintain all accounting records and other documentation generated in providing the goods/equipment under this Bid.

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 regarding this purchase 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 Vendor for maintaining this information and allowing the herein described access.

3.3 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).

3.4 Estimated Quantities

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.

3.5 Specifications

Each bidder shall complete every line on the bid submittal form (Does not Meet Spec, Meets Spec or Exceeds Spec) and indicate the exact item being bid to meet the minimum specified item. An X, check mark ✓, or 'yes' will indicate the item specified is being provided. All bullet points must be acknowledged with the aforementioned. All exceptions shall be stated no matter how seemingly minor.

3.6 Exceptions to Specifications

All exceptions shall be stated no matter how seemingly minor. The following requirements shall be strictly adhered to:

- a) Exceptions will be considered if they are equal to or superior to that specified and provided they are listed and fully documented and explained on a separate page entitled: "EXCEPTIONS TO SPECIFICATIONS". The exception list shall refer to the heading & specification page number (i.e. Engine, Line #6);
- b) Bids taking total **exception to specifications** shall not be accepted.
- c) Units shall be inspected upon delivery for compliance with specifications. Deviations shall not be allowed and shall be cause for rejection of units unless they were originally listed in supplier's bid and accepted by the Cedar Rapids Traffic Engineering Department.

3.7 Descriptive Literature

Bidders shall include the manufacturer's literature that describes the basic or standard equipment to be furnished. Descriptive literature will be used in addition to bid specifications in determining award. However, if literature depicts something in conflict with City bid specifications, it is the bidder's responsibility to make that clear, in writing, to the City.

3.8 Equipment

The City of Cedar Rapids Traffic Engineering Department is requesting bids for the purchase of a portable power unit, post driver, core drill, and breaker. Units shall come assembled and ready for immediate operation. Please see the Bid Pricing Form, Attachment A, for detailed requirements.

The units provided shall be new, unused, and of current model under standard production by the manufacturer. Units shall be furnished complete with standard equipment and accessories as listed in the manufacturer's printed literature. The specifications contained herein cover only the general requirements as to the type of equipment required and all parts not specifically mentioned but which are necessary to provide a complete unit shall be provided by the successful bidder at the bid price and shall conform in strength, quality of material and workmanship that is normal to the product being bid. Minor details of construction and materials, which are not otherwise specified, are left to the discretion of the supplier, who shall be solely responsible for the design and construction of all features. Bidders shall submit a unit base price and separate pricing on options as requested herein. Pricing is to cover all freight (shipping) fees and delivery charges. Delivery of units shall be FOB destination. Delivery of units shall be no earlier than July 1, 2018.

3.9 Service Manuals

The successful bidder shall furnish one (1) complete set of manuals (owners, parts & maintenance and service) at the time of delivery of units. The City will withhold payment for the equipment until the manuals are delivered as required by the specifications.

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

SECTION 4.0 – BID EVALUATION AND AWARD

- 4.1 Award - Any award(s) made by the City of Cedar Rapids is subject to prior approval by the City of Cedar Rapids City Council.
- 4.1.1 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. In addition to the quoted price, the following is a partial list of the criteria that may be used in our determination of Vendor responsibility and responsiveness:
- Adherence to specifications;
 - Current lead-time quoted;
 - Length of time committed for firm pricing;
 - 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/Services and provide the products specified.
- 4.1.2 If the evaluation team determines that the bid 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 purchases equal to or greater than \$50,000, the City Council shall consider a resolution authorizing the purchase. **Note**, as provided for by Section 4.03 of the Cedar Rapids Municipal Code, no award shall be deemed to be created and exist, unless and until the City Council adopts a resolution authorizing the purchase.
 - c) The City issues a purchase order to the Vendor. The purchase order shall constitute authorization for the goods to be ordered.
- 4.1.3 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.
- 4.2 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.
- 4.3 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.
- 4.4 In case of tie bids, the City will make the award based on the priority factors as outlined in the City of Cedar Rapids Procurement Manual.
- http://www.cedar-rapids.org/document_center/Purchasing/Tie%20Bid%20Procedure_14.pdf
- 4.5 Buy Local Program
- The Cedar Rapids City Council has passed a resolution adopting a Buy Local Program for the procurement of goods and/or 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. An additional 2% preference will be given for Certified Small Businesses within Linn County, Iowa who are registered with the Federal Government as one of the following: Small and Disadvantaged Business, Service Disabled Veteran Owned Small Business and Woman Owned Small Business. See Attachment A 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 4.0 -----

SECTION 5.0- GENERAL TERMS AND CONDITIONS - BIDS

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 <https://www.law.cornell.edu/uscode/text/42/12101>.
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 - <https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm>, Section 504 of the 1973 Rehabilitation Act <https://www.ada.gov/cguide.htm#anchor65610>, 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.
4. It is the responsibility of the Contractor to understand and implement the Accessible Design specifications indicated above (Article 26.1 and 26.2) into all applicable construction projects, including being aware of and making considerations for expected field or manufacturing tolerances, as stated in article 104.1.1 of the 2010 ADA Standards for Accessible Design. Further, the Contractor shall be responsible to make the construction workers aware of the specifications and tolerances in projects that involve ADA design items. Any subsequent inspection of installations of facilities or construction that results in failure to meet the Accessible Design parameters, these items shall be removed and replaced at the expense of the Contractor.

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.

BROCHURES - Bids shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.

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.

DELIVERY - 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 purchase order. 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.

If only a single delivery time is shown, it will mean that all goods included in the Bid can and will be delivered on or before the specified date. The Bidder agrees that the delivery will be completed in the time stated, assuming that the time between the Bid Opening and the placing of the order does not exceed the number of days so stipulated. The right is reserved to reject any Bid in which the delivery time indicated is considered sufficient to delay the operational needs for which the goods are intended.

City holiday closures are typically New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates. Notice of a late delivery arrival should be made no less than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the City may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.

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.

EXTENSION - Any or all of the awards made as a result of this Request for Bid may be extended for an additional period of time if mutually agreed between the parties.

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.

OVERSHIPMENTS, UNDERSHIPMENTS - Goods shipped in excess of quantity ordered may be returned at Bidder's expense. Similarly, when under-shipments are received, the City reserves the right to leave the purchase order open until goods are received, or to close the transaction if more cost effective for the City.

PURCHASE ORDER - A purchase order is an acceptance of your offer as stated in your bid. When a purchase order is accepted as an offer to buy, you must provide the City with a written acknowledgement of a promised ship date and freight carrier, or advise the City that merchandise has shipped or will ship on a particular time and date and the method of shipment.

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.

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.

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.

SPECIFICATION DEVIATIONS BY THE BIDDER - Any deviation from the specifications MUST be noted in detail, and submitted in writing on the bid Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with bids, the Bidder's name should be clearly shown on each document.

SUBCONTRACTING - The Services/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.

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.

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 General Terms and Conditions -----

ATTACHMENT A

BID SUBMITTAL FORMS

For

PORTABLE POWER UNIT, POST DRIVER, CORE DRILL, AND BREAKER

RFB #PUR0418-158

FORM NAME	Page
Bid Pricing Form.....	10
Signature Page Form.....	12
Buy Local Packet (submit only if applicable).....	13

BID PRICING FORM

FOB POINT

The FOB Point, in terms of loss or damage, as well as where title to the goods is passed, shall be FOB - Destination.

FREIGHT CHARGES

Freight charges are to be included in the quoted price of the goods, rather than as a separate item unless otherwise noted.

SPECIFICATIONS

Each bidder shall complete every line on the bid submittal form (Does not Meet Spec, Meets Spec or Exceeds Spec) and indicate the exact item being bid to meet the minimum specified item. An X, check mark ✓, or 'yes' will indicate the item specified is being provided. All bullet points must be acknowledged with the aforementioned. All exceptions shall be stated no matter how seemingly minor. Any Contractor who willfully falsifies responses indicating compliance or non-compliance with the minimum requirements listed below will be subject to suspension and/or debarment from bidding.

DESCRIPTIVE LITERATURE

Bidders shall include the manufacturer's literature that describes the basic or standard equipment to be furnished. Descriptive literature will be used in addition to bid specifications in determining award. However, if literature depicts something in conflict with City bid specifications, it is the bidder's responsibility to make that clear, in writing, to the City.

	Does Not Meet Spec	Meets Spec	Exceeds Spec	Comments
Minimum Specification				
Portable Hydraulic Power Unit				
13 HP gas engine with low oil shutdown and HD heat exchanger				
Electric start				
Six (6) gallon hydraulic reservoir				
Five (5) or eight (8) GPM at 2250 PSI output with hour meter Specify GPM: _____ Specify PSI: _____				
Lifting eye mounted to portable cart with pneumatic tires				
Detachable handles				
Hydraulic Post Driver				
1380 impacts per minute (requires 5 or 8 GPM at 2300 PSI)				
Remote valve, hose whips and couplers				
Lifting eye on top of driver				
Two (2) ½" x 50' extension hoses with flush face fittings				
2.5" square adaptor				
Must be able to drive 2 inch ID telespare with a 2 ½ inch OD sleeve sign base				
Hydraulic Core Drill				
8-15 GPM flow range				
2000-2500 PSI				
330 RPM max speed				
6-16" diameter core bits, up to 27" tall bits				
Variable speed control				
Non-reversing motor				
HD roller bearings				
Hose whips and M2 drill stand with 42" mast and spacers (bolts included)				

	Minimum Specification	Does Not Meet Spec	Meets Spec	Exceeds Spec	Comments
	Hydraulic Breaker				
	50 lbs weight class				
	Requires eight (8) GPM at 2300 PSI				
	New Core Bits				
	Two (2) 4 ¼" core bits (creates 4" slug)				

Description	Quantity	Unit Price	Extended Price
Portable Hydraulic Power Unit	1	\$	\$
Hydraulic Post Driver	1	\$	\$
Hydraulic Core Drill	1	\$	\$
Hydraulic Breaker	1	\$	\$
New Core Bits	2	\$	\$
Total for all items listed above:			\$

Hydraulic Power Unit Manufacturer: _____ Model: _____ Model Year: _____

Hydraulic Post Driver Manufacturer: _____ Model: _____ Model Year: _____

Hydraulic Core Drill Manufacturer: _____ Model: _____ Model Year: _____

Hydraulic Breaker Manufacturer: _____ Model: _____ Model Year: _____

Descriptive Literature included? Yes No

Warranty Information: _____

Will you hold your pricing firm for 12 months for possible additional purchases? Yes No

If no, how long will you hold pricing firm? _____

Delivery:

Delivery cannot take place until after July 1, 2018.

An approved purchase order will be the document that authorizes a purchase to be placed.

Estimated delivery time upon receipt of purchase order (after July 1, 2018): _____ calendar days

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 instructions, terms, conditions, and specifications set forth; and that all required goods be furnished and 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

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:

http://www.cedar-rapids.org/local_government/departments_g_-_v/purchasing_services/buy_local.php

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

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 vendor'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			
	Vendor A	Vendor B	Vendor 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%
- Vendor B submitted the lowest bid of \$14,770.55
- Vendor B is not a local business
- Vendor A submitted the next lowest bid of \$15,147.99
- Vendor 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 vendor, Vendor 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			
	Vendor A	Vendor B	Vendor 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 Vendor A was given 976.7 points by the evaluation team
- Vendor B and Vendor C each received 50 additional points per the local preference policy
- After the additional points were applied, Vendor 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:

Form with three rows of questions regarding business location and property taxes, including checkboxes for Yes/No and fields for address and years.

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:
http://www.cedar-rapids.org/local_government/departments_g - v/purchasing_services/buy_local.php.
Questions about the Buy Local program may be emailed to buylocal@cedar-rapids.org.

Mail the notarized, completed certificate to ->-> City of Cedar Rapids - Purchasing Division

101 First Street SE
Cedar Rapids, IA 52401

Internal Use Only:



Vendor Location ID: _____

Updated by: _____

STATEMENT OF POLICY

CITY OF CEDAR RAPIDS SMALL BUSINESS CERTIFICATE

On August 8, 2017, the City Council approved Resolution No. 1048-08-17 to amend the Purchasing Manual to include an additional preference for Certified Small Businesses within Linn County, Iowa who are registered with the Federal Government as one or more of the following: **Small and Disadvantaged Business, Service Disabled Veteran Owned Small Business or Woman Owned Small Business.**

In order for a business to be entitled to a local preference **and** a small business preference, a business must have the following:

1. Completed, approved, notarized Local Business Certificate on file with the City of Cedar Rapids Finance Department (see pages 1-3);
2. Completed, approved, notarized Small Business Certificate on file with the City of Cedar Rapids Finance Department (see page 4);
3. DUNS# and
4. Be registered with the Federal Government on the System for Award Management (SAM) website (www.sam.gov).

The preference is not applicable to sole source purchases, 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.

Preference shall be given to Certified Small Businesses in conducting procurement of goods and/or services by bid, quote or proposal as follows:

1. For Bids and Quotes: An extra 2% shall be applied for Certified Local Businesses who are registered with the Federal Government as a Small Business and designated as one or more of the types of businesses described herein.
2. For Proposals: An extra 2% of all available points shall be applied for Certified Local Businesses who are registered with the Federal Government as a Small Business and designated as one or more of the types of businesses described herein.

WRITTEN STATEMENT REQUESTING SMALL 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 small business for purposes of the City of Cedar Rapids "Buy Local" program. In support of this request I certify the following information as being true and correct:

Name of Business: _____		
Do you have a DUNS Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Number: _____
Does your company have an active registration with the Federal Government on the System for Award Management (SAM) website (www.sam.gov)?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate which small business designation your company is registered as on the SAM website	<input type="checkbox"/> Small and Disadvantaged Business <input type="checkbox"/> Service Disabled Veteran Owned Small Business <input type="checkbox"/> Woman Owned Small Business	

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

Mail the notarized, completed certificate to →→→

Internal Use Only:

Vendor ID: _____ Vendor Location ID: _____ Updated by: _____

City of Cedar Rapids – Purchasing Division
101 First Street SE Cedar Rapids, IA 52401