

"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

June 27, 2018

For **RESIDENTIAL WATER METERS RFB #PUR0518-177**

Prepared by City of Cedar Rapids Purchasing Services Division

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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. CDT on Thursday, July 12, 2018, at the Office of the City Clerk, in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 for Residential Water Meters as requested by the City of Cedar Rapids Water Division Meter Shop.

1.2 RFB Timeline

Name of the Bid Residential Water Meters, RFB #PUR0518-177

Date of Issuance Wednesday, June 27, 2018

Deadline for Questions Thursday, July 5, 2018 at 3:00 p.m. CDT

Deadline for Bid Submittal Thursday, July 12, 2018 before 3:00 p.m. CDT

Bids time stamped 3:00 p.m. or after are late

Recommendation for Award Tuesday, July 24, 2018

City Clerk Office Hours 8 am to 5 pm, Mon-Fri

Sealed Bid: Residential Water Meters
Office of the City Clerk-City Hall

101 First Street SE Cedar Rapids IA 52401

Method of Submittal US Mail, Overnight Delivery or In Person

Electronic and fax bids are not acceptable

Contact Person, Title Rebecca Johnson, CPPB, Purchasing Agent

E-mail Address r.johnson2@cedar-rapids.org

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 Thursday, July 12, 2018 at 3:00 p.m. (our clock) CDT 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 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.

- 2.3 Whenever used in this RFB the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa. Vendor shall mean the firm providing residential water meters to the Water Division. Subcontractor shall mean any person, firm, or corporation who contracts with the Vendor to provide goods for which the basis of payment or Scope of Work is identified as a part of this RFB. Project Manager shall mean Darrell Cannon, Water Service Manager, 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 There is no Pre-bid meeting for this Project.
- 2.6 This Request for Bid does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of bids, or costs incurred in making necessary studies for the preparation of bids.
- 2.7 Addenda

Any matter of this bid package that requires explanation or interpretation must be inquired into by the Bidder in writing by Thursday, July 5, 2018 at 3:00 p.m. CDT. FAX or E-MAIL all questions to Rebecca Johnson at (888) 815-3659 or r.johnson2@cedar-rapids.org. Any and all questions will be responded to in the form of written addenda to all Bidders. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page Form (Attachment B). 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 service being offered shall be addressed in writing and submitted with the Proposal.

2.10 Incomplete Information

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

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

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

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

SECTION 3.0 – SPECIAL TERMS AND CONDITIONS

3.1 Term of Contract

- 3.1.1 The initial term of the Contract shall be for two (2) years anticipated to be July 25, 2018 through July 31, 2020.
- 3.1.2 The City and the Contractor may renew the original Contract for one (1) additional one-year time period by mutual agreement. A minimum of thirty (30) days' notice must be given to renew the contract for additional increments.
- 3.1.3 A Contract, prepared by the City and signed by the City Manager, shall become the document that authorizes the Work to begin, assuming the insurance requirements have been met. Each section contained herein, the attachments, and any addenda and the response from the successful Bidder shall also be incorporated by reference into the resulting agreement.
- 3.1.4 The City reserves the right to make changes to the Work to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of the Contract shall be valid unless made in writing and agreed to by both the City and the Contractor. The Contractor shall not commence any additional work or change the scope of the Work until authorized in writing by the City. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment of the Contract executed by both the Contractor and the City. The Contract may only be amended, supplemented or modified by a written document executed by the Contractor and the City Manager.
- 3.1.5 In accordance with the provisions and conditions of the Contract, Contractor shall freely enter into the Contract for the purpose of providing Work to the City and to be compensated for the Work.
- 3.1.6 No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, which reflect said increases. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

3.2 Contract Forms

- 3.2.1 If a Bidder intends to request that the City of Cedar Rapids enter into any agreement form in connection with the award of this project, the form must be submitted with the Bid for review by the City's legal counsel during the evaluation of Bids. If such agreement requires that payments be remitted to other than the Bidder, the Bidder shall indicate the name and address of the firm to whom Bidder would request payments to be made, and the firm's relationship to the Bidder.
- 3.2.2 Bidders are advised that in the event any such agreement contradicts the City of Cedar Rapids requirements, the bid may be rejected due to the contradiction unless Bidder indicated deletion of such clauses. If agreement form indicated a firm other than the Bidder is Contractor, or payee, the proposed Contractor or payee must also indicate concurrence with the deletion of such clauses.
- 3.2.3 If no agreement form is included with the bid, no such form will be approved by the City during the evaluation or award processes, or following award of contract. If the bid does not indicate the proposed Contractor, vendor or payee to be a person or company other than the Bidder, (1) only the Bidder will be considered as Contractor and (2) payments will be made only to the Bidder to whom the contract is awarded.
- 3.2.4 The City of City Rapids will in no case agree to terms not submitted for review with the bid submittal.

3.3 Payment Terms and Invoice Submittal

- 3.3.1 Payment terms for Work authorized under the contract shall be net forty-five (45) days upon receipt of an acceptable original invoice <u>and</u> after Work is performed, inspected and accepted and all required documentation and reports are received in a format acceptable to the City.
- 3.3.2 Invoices shall include the following information:
 - Contractor name and address
 - Date of Delivery
 - City PO number

- Description of Goods
- Unit price
- Extended price
- The total amount being invoiced
- The Project Number / Contract Number (RFB #PUR0518-177)
- 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 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.
- 3.3.5 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 Contractor;
 - b) Damage for which Contractor is liable under the Contract;
 - c) Valid liens or claims of lien;
 - d) Valid claims of Subcontractors or other persons;
 - e) Delay in the delivery of the Goods;
 - f) Inability of Contractor to complete delivery of the Goods;
 - g) Failure of Contractor 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.
- 3.4 Treatment of Documents and Records

3.4.1 Ownership

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

3.4.2 Confidentiality

Any individual subcontracted or employed by the Contractor with authorized access to personnel information documents, if any, is given access to use any personnel information in the documents solely for the purpose of performing the Work of the Contract and must not divulge this information to anyone without a need to know. Confidentiality of personnel information contained in the documents shall survive the completion or termination of the Contract subject to applicable state statutes.

3.4.3 Disposal

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

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

3.4.4 Access/Retention

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

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

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

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

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

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

SECTION 4.0 – SCOPE OF WORK, SPECIFICATIONS

4.1 Background - The City of Cedar Rapids is seeking bids from qualified Contractors for as needed purchases of residential water meters and registers for the Utilities Department Water Service Division, 1111 Shaver Rd. NE, Cedar Rapids, Iowa, 52402.

4.2 Minimum Specifications

All meters supplied shall be new and unused. Pricing shall include all freight (shipping) fees and delivery charges.

4.2.1 Standard 8-Wheel Absolute Encoder Water Meter

- a) Residential Water Meters supplied shall be nutating disc, positive displacement, 5/8" x 3/4" water meters, Neptune or equivalent, with a no lead high copper alloy main case
- b) Meters must meet or exceed AWWA C-700 standards
- c) Register shall provide at least an 8-digit visual registration at the meter
- d) Register unit shall provide an 8-digit meter reading for transmission through the radio MIU
- e) Register dial shall have a red sweep test hand and shall contain 100 equally divided graduations at its periphery
- Registers using pulse generation or conversion of pulses to digital output are not permitted; no batteries allowed
- g) Manufacturer shall guarantee that the reading obtained electronically matches the mechanical odometer reading on the register
- h) Mechanical construction of register: Inside Set Version
 - Unit shall be constructed of high-strength polycarbonate with a hermetic sonic-weld seal and oilfree design
 - Register shall be removable from meter without disassembling meter body and shall permit field installation and/or removal without taking meter out of service
 - Register must be field programmable by City staff
 - Provision shall be made in the register for the use of seal wires to further secure register
 - Terminal screws shall be accessible on register for wire connection to remote receptacle or future AMR/AMI system; a permanently potted wire connection shall be available as an option
- i) Meter register reading
 - Meter register must be a type that allows remote reading through Neptune Touch Read, Drive By, and Fixed Base reading systems
 - Absolute encoder register shall provide an 8-digit meter reading to the reading equipment
 - An identification number up to 10 digits shall be provided with each reading when read using a probed reading device

4.2.2 Solid State Absolute Encoder Water Meter

In addition to standard meter specified above, the Water Division also intends to purchase an advanced encoder-based remote metering system capable of providing the electronically encoded meter information described below.

a) General Description

Meter shall be a self-contained solid-state absolute encoder register metering system designed to obtain remote simultaneous water meter registration that is guaranteed to exactly match the registration on the register odometer. Metering information shall be obtained through a remotely located receptacle or Meter Interface Unit (MIU) using a compatible data capture system configured as follows:

Solid-state absolute encoder meter register: direct mounting, electromagnetically encoded
measuring element into an electronic solid-state odometer. Encoder shall provide value-added
flow data including leak, tamper and back flow detection when connected to a compatible RF AMR
MIU. Batteries and digital counters using volatile memory are not allowed. Encoder register shall
display flow rate information at register.

- Remotely mounted receptacle or MIU to provide communication link for transmission of information from register.
- Data acquisition equipment with which the above components can be interrogated. Such equipment shall be configured in two types:
 - A device that captures information and displays it visually to confirm correct system installation and wiring
 - A device that is pre-programmed with route information and is capable of storing collected data in solid-state memory. This device shall also electronically transfer data for use by the City's billing system

b) Encoder Register Unit

Registration

- Register shall provide at least a nine-digit visual registration at meter
- Unit shall provide an eight-digit meter reading for transmission through radio MIU
- o Dial shall have a high resolution nine-digit LCD display for meter testing
- Register shall employ a visual LCD leak detection indicator as well as provide remote leak detection through an ASCII format to the RF AMR/AMI MIU
- Register shall provide reverse flow detection, communicated as ASCII format to the RF AMR/AMI MIU
- o Reverse flow detection shall be calculated based on 15-minute interval consumption
- Register shall provide indication of days of zero consumption, communicated as ASCII format data to the RF AMR/AMI MIU
- Manufacturer shall guarantee that reading obtained electronically matches the LCD odometer reading on register
- o Register shall accumulate and register consumption without connecting to receptacle or MIU
- o Register shall display flow rate information

• Mechanical Construction – Inside Set Version

- Unit must be constructed of high-strength polycarbonate with a hermetic sonic weld seal and oil-free design
- Register shall be attached to meter case by a bayonet attachment; fastening screws or nuts shall not be required; a tamperproof seal pin shall be used to secure register to main case
- Register shall be removable from meter without disassembling meter body and shall permit field installation and/or removal without taking meter out of service
- o Register must be field programmable by City staff
- o Provision shall be made in the register for the use of seal wires to further secure the register
- Terminal screws must be accessible on register for transmission wire connection to remote receptacle or future AMR system; a permanently potted wire connection shall be available for pit set meter applications

Electrical Construction

- The solid-state absolute encoder register shall incorporate an Application Specific Integrated Circuit (ASIC) and firmware designed to verify accurate measurement, information transmission, and data integrity
- Connection shall be made to register by three (3) screw-type terminals sonically inserted into register top; access to terminals shall be available to all models of register with exception of a permanently potted version; a port cover shall be provided to cover terminals after they have been wired

Meter Reading Information

- The solid-state absolute encoder register shall provide an 8-digit meter reading to the reading equipment; an identification number of up to 10 digits shall be provided with each reading when using a probed reading device
- The solid-state absolute encoder register shall provide additional value-added information remotely when connected to a radio MIU (i.e. detailed leak detection data, days of leak state, days of no consumption, and back flow indication); this information shall be communicated through the encoder protocol and RF MIU to the route management software to allow seamless integration of data into a CIS package

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

SECTION 5.0 – BID EVALUATION AND AWARD

- 5.1 Award Any award(s) made by the City of Cedar Rapids is subject to prior approval by the City of Cedar Rapids City Council.
 - 5.1.1 Award shall be made to the responsible Bidder submitting the lowest responsive bid with regard to the specifications set forth herein. The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups or lump sum; and to waive technicalities and formalities where is it deemed advisable in protection of the best interests of the City.
 - 5.1.2 If the evaluation team determines that the project should be awarded, the process shall be as follows:
 - a) The evaluation team shall determine which responsible Bidder has submitted the lowest responsive
 - 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.
- 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;
 - Company's reputation and financial status;
 - Current lead-time quoted;
 - Length of time committed for firm pricing;
 - Guarantees and warranties;
 - Independent laboratory and consumer reports;
 - Satisfactory demonstration of equipment;
 - 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.
- 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.
- 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

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 Federa
Government as one of the following: Small and Disadvantaged Business, Service Disabled Veteran Owned Sma
Business and Woman Owned Small Business. See Attachment C for details. If your company is already registered
or if this does not apply to your business, do not complete the form.
End of Section 5.0
End of occitors 5.0

SECTION 6.0 – SUBMITTAL INSTRUCTIONS

DOCUMENTS TO BE SUBMITTED WITH THIS BID

- 1. Bid Pricing Submittal Form Attachment B
- 2. Bid Signature Page Attachment B
- 3. Local Business Certificate, if applicable Attachment B

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

ATTACHMENT A - STANDARD TERMS AND CONDITIONS

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

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.
- 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.

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

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

SUSPENSIONS AND DEBARMENT - The Contractor hereby certifies, pursuant to 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 - 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.

F	Attachment A	
 End of	Attachment A	,

ATTACHMENT B

BID SUBMITTAL FORMS

For

RESIDENTIAL WATER METERS RFB #PUR0518-177

FORM NAME	Page
Bid Pricing Submittal Form	17
Signature Page Form	18
Buy Local Packet (submit only if applicable)	19

BID PRICING SUBMITTAL FORM

FOB Point, in terms of loss or damage, is destination All freight, delivery and fees are to be included in the price of the goods

Pricing for Residential Water Meters & Registers as specified in Section 4.0

Description: Standard 8-Wheel Absolute Encoder (4.2.1)	Estimated Annual Quantity	Firm Fixe Unit Pric				
5/8" x 3/4" Nutating disc, positive displacement water meter,						
Neptune or equivalent, with a no-lead high copper alloy main						
case (includes water meter and register)			\$			
Encoder Register Unit only, from Standard 8-Wheel Absolute	to be	_	. /.			
Encoder (purchased separate from water meter)	determined	\$	n/a			
Manufacturer						
Manufacturer: Model: _						
Description: Solid-State Absolute Encoder (4.2.2)	Estimate	d Annual	Firm Fixed			
Description. Solid-State Absolute Effcodel (4.2.2)	Qua	ntity	Unit Price			
Self-contained solid-state absolute encoder register metering						
system designed to obtain remote simultaneous water meter	to be de	termined	\$			
registration, Neptune or equivalent (includes meter and register)						
Encoder Register Unit only, from Solid-State Absolute Encoder	to bo do	termined	\$			
(purchased separate from water meter)	termineu	٦				
Manufacturer: Model:						
Woden.						
Marranty Information						
Warranty Information:						
An approved city council resolution, signed contract and purchase of	order will be t	the docume	ents that authori	ze		
work to begin.						
Estimated lead time upon receipt of purchase order:			calendar da	ys		
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 Goods 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/we	<u>bform</u>)						
Iowa Department of Labor Registration	on Number, if applic	cable					
The State of Iowa requires that all individual con and renew that registration annually. More info	•	_			_		of Labor
	-	owing addei	-		Date:		
PAYMENT METHOD Do you accept a credit card for paym			Yes 🗌	No [
QUICK PAY DISCOUNT		.1 1:				0/	
If you provide a discount for quick pa	yment, piease state	the discour	t and terms:			_ %	days
Does this discount apply to payments	made by MasterCa	ard?		Yes 🗌	No 🗌		
PROPOSED SUBCONTRACTORS (Refer	ence General Term	s and Condi	ions, section ti	tled <i>Sub</i>	contracting)		
If awarded this project, do you plan t	o use any subcontra	actors? Ye	es No 🗆] If ye	s, list informa	ation below	·.
Subcontractor Company Name	Address				IA Contract	or Registrat	ion#
We choose not to hid at this time	☐ We would li	ike to he cor	sidered for futi	ire solici	itations		

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, lowa 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, lowa 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. <u>How do I apply for local preference status?</u>
 - a. Complete a "Local Business Certificate". (See page 3 of this packet)
 - 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. <u>Do you have questions or feedback about the Buy Local Program?</u>

Please send questions via email to buylocal@cedar-rapids.org

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

<u>Example A</u>: Preference shall be given in the procurement of goods and/or services by <u>bid or quote</u> 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

<u>Example B</u>: Preference shall be given in the procurement of goods and/or services by <u>Request for Proposal</u> (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, lowa 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 __, 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: Name of Business: (1) Is your business located within the limits of ☐ Yes □ No Linn County, Iowa? No. of Years: Did your business pay Linn County property Street address of property: taxes on a plant, office or store occupied by Yes No the business for the past year? Is this your home residence? Yes If yes, see page 1, #6 Did your business pay rent for the past year to Street address of property: a landlord or owner who has paid Linn County Yes No Is this your home residence? Yes property taxes for the past year on a plant, office or store occupied by your business? If yes, see page 1, #6 I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree the business is required to notify the City in writing should it cease to qualify as a local business. Signature Date Address City/State County Phone Email 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 $\rightarrow \rightarrow \rightarrow$ City of Cedar Rapids – Purchasing Division 101 First Street SE Internal Use Only: Cedar Rapids, IA 52401 Vendor ID: 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 _____, 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? Yes No Number: Does your company have an active registration with the Federal Government on the No Yes System for Award Management (SAM) website (www.sam.gov). Indicate which small business designation your company is registered as on the Small and Disadvantaged Business Service Disabled Veteran Owned Small Business SAM website 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. Title Signature Address City/State Phone Email Subscribed and sworn to this _____ day of ______, 20__ before the undersigned Notary Public. NOTARY PUBLIC, STATE OF IOWA

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

Updated by:

Internal Use Only: Vendor ID:

Mail the notarized, completed certificate to $\rightarrow \rightarrow \rightarrow$

Vendor Location ID: