



*"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**

September 12, 2018

For  
**BIKE SHARE SYSTEM EQUIPMENT**  
**RFB #PUR0818-028; 115200**

Prepared by  
City of Cedar Rapids  
Purchasing Services Division

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<b>Attachment</b>	<b>Attachment Name</b>
A	Standard Terms and Conditions
B	Insurance Requirements
C	Submittal Forms (General Company Information, Certification Regarding Ability to Obtain Required Insurance, Bid Pricing Submittal Form, Bid Specification Form, Signature Page Form, Affidavit of Drug Free Workplace, EEO/Non-Discrimination Policy Statement, Byrd Anti-Lobbying Compliance and Certification, Certification Regarding Debarment and Suspension, Non-Collusion Affidavit, Bidder Status Form)
D	Bond Forms (Bid Bond, Payment Bond and Performance Bond)
E	Sample Bike Share Brochure
F	Sample Title Sponsor Insert

**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 11:00 a.m. CDT on Wednesday, October 3, 2018, at the Office of the City Clerk, in City Hall, 101 First Street SE, Cedar Rapids, Iowa 52401 for bike share system equipment, as requested by the City of Cedar Rapids Community Development Department.

1.2 RFB Timeline

<b>Name of the Bid</b>	Bike Share System Equipment, RFB #PUR0818-028
<b>Date of Issuance</b>	Wednesday, September 12, 2018
<b>Deadline for Questions</b>	Friday, September 21, 2018 at 3:00 p.m. CDT
<b>Deadline for Bid Submittal</b>	Wednesday, October 3, 2018 before 11:00 a.m. CDT Bids time stamped 11:00 a.m. or after are late
<b>Recommendation for Award</b>	Tuesday, October 23, 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: Bike Share System Equipment Office of the City Clerk-City Hall 101 First Street SE Cedar Rapids IA 52401
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**Method of Submittal**  
US Mail, Overnight Delivery or In Person  
Electronic and fax proposals **are not** acceptable

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

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

1.3 The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid responses that are received on or after the time stated above. Late submittals will be retained in the RFB file, unopened. No responsibility will be attached to any person for premature opening of a bid not properly identified.

1.4 Bids will be publicly opened on Wednesday, October 3, 2018 at 11:00 a.m. CDT (our clock) in City Hall, 101 First Street SE, Cedar Rapids, IA 52401. The main purpose of this opening is to read the name(s) of the Bidders(s) and the submitted pricing, not to serve as a forum for determining the apparent low bidder(s).

1.5 Bids will be evaluated promptly after opening. After an award is made, a bid tabulation summary will be sent to all companies who submitted a bid. Bid results will not be given over the telephone or prior to award. Bids may be withdrawn any time prior to the scheduled closing time for receipt of bids; no bid may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

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

## SECTION 2.0 – INSTRUCTIONS TO BIDDERS

### 2.1 Federal Funding Provisions

This Project is not federally funded.

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

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

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

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

2.3 Whenever used in this RFB the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa. Contractor shall mean the firm providing the bike share system equipment as requested by the Community Development Department. Subcontractor shall mean any person, firm, or corporation who contracts with the Contractor to perform a service for which the basis of payment or Scope of Work is identified as a part of this RFB. Project Manager shall mean Sylvia Bochner, Planner, who is the City's 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 Friday, September 21, 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](mailto:r.johnson2@cedar-rapids.org). Any and all questions will be responded to in the form of written addenda to all Bidders. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page Form (Attachment C). All Addenda will be posted on the City's website. It is the Bidder's responsibility to check for addenda.

[www.cedar-rapids.org/local\\_government/departments\\_g\\_-\\_v/purchasing\\_services/current\\_bid\\_opportunities\\_list.php](http://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 commence on the date the City executes the Contract and is anticipated to end December 31, 2021.
- 3.1.2 The City and the Contractor may renew the original Contract for one (1) additional two-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 and after Work 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
  - Purchase Order Number

- Contract #PUR0818-028; 115200
- Delivery date
- Equipment description and quantity for each line item
- Unit price and extended price for each line item
- Total amount being invoiced

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

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

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

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

#### 3.4 Bonds – REQUIRED

3.4.1 Bid Bond – Each bid shall be accompanied by a bid bond, certified check, or a certified credit union share draft for five percent (5%) of the bid, payable to the order of the City Treasurer of the City of Cedar Rapids, Iowa which sum shall be forfeited in case the successful bidder fails to enter into the contract within ten (10) days after notice the contract has been awarded. The bid security shall be in a separate envelope securely attached to the envelope containing the bid. No bid may be withdrawn after the time for opening of bids has passed.

3.4.2 Payment and Performance Bonds – Awarded Contractor shall furnish payment and performance bonds, each in an amount equal to the Contract price, as security for the faithful performance and payment of all Contractor’s obligations under the Contract documents. These bonds shall remain in effect until at least two years after the Equipment is fully accepted by the City. Bonds shall be submitted within ten (10) days of award.

3.4.3 Bond Forms are provided in Attachment D.

#### 3.5 Drug Free Workplace

3.5.1 The City of Cedar Rapids seeks to enhance worker safety by creating workplaces that are free of drugs and substance abuse. All Contractors and subcontractors working on City projects will be responsible for the pre-employment drug screening of all of their employees to be assigned to City projects. All Contractors and subcontractors shall have in place a drug and alcohol testing policy that conforms to the requirements of Iowa Code Section 730.5 “Private sector drug free workplaces” and “A Guide to Workplace Testing in Iowa”, latest update. Random testing is to be conducted in conformance with Iowa Code Section 730.5 – 8.a.

3.5.2 Bidders shall provide with their Bids an affidavit to the City that their drug testing program, and those of their subcontractors, meets the requirements of this Article. Affidavit Form is provided in Attachment C.

3.6 Treatment of Documents and Records

3.6.1 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.

3.6.2 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.

3.6.3 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.

3.6.4 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.

3.7 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).

3.8 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

In spring 2018, the City of Cedar Rapids developed an implementation plan for a bike share system in Cedar Rapids. The implementation plan provides an outline for a system with 20 stations and 200 bikes, with a planned expansion after 3 years of operation. The system will cover downtown Cedar Rapids, as well as surrounding neighborhoods, including Kingston Village, NewBo, Czech Village, the MedQuarter, and the campus of Coe College.

The City is moving forward with implementation of a bike share system and has set a target launch date in May of 2019. In addition to this RFB for the bike share system equipment, the City has issued a separate RFP for the operation of the bike share system. It is anticipated that the equipment and the operation of the system will be performed by two distinct entities.

The City plans to implement a “hybrid” bike share system, also referred to as a smart bike system, in which stations, along with an incentive to use the stations, are provided. System bikes may also be parked outside of a station within the geo-fenced boundaries of the system. The bike share system will be accessible primarily through a free smartphone app, but payment accepting kiosks will also be available at select stations that will allow users to purchase individual rides or annual memberships.

Because the City’s bike share system will receive funding from sponsors, the equipment must provide opportunities to display sponsor logos and branding. The title sponsor will provide input on the color and naming of the system, which may incorporate their branding. Additional branding opportunities shall be available on the bikes, stations, kiosks, and service vehicles as described below.

### 4.2 Equipment Needs

#### 4.2.1 Bicycles (200 total)

The following are **required** elements:

- GPS equipped;
- One size frame designed to fit the majority of the adult population with seat only adjustment;
- Adjustable seat that cannot be removed;
- One-piece handlebar that covers and protects all components and cables;
- Low center of gravity for stability;
- Minimum 3-speed internal gearing;
- Enclosed drivetrain and full fenders for protection from grease, dirt, and tire spray;
- Covered, low-maintenance, durable, rust-resistant derailleur or internal hub;
- Reliable front/rear internal brakes;
- A bell;
- Active lighting and reflectors (front and rear);
- Luggage carrier with the ability to support up to 20 pounds;
- Heavy duty tires with a puncture-resistant run flat casing and a security reflector band on each side;
- Heavy duty rims made for rugged urban cycling;
- Estimate of the useful life (minimum 5 years) of each bicycle and proposed warranty term (minimum 5 years);
- Capacity for user to identify a bicycle as needing repair;
- An RFID tag (also works as anti-theft mechanism and unique identification of each bike);
- Ability to customize bikes with name and sponsor logos on each bicycle’s body, rear fender, chain guard, handlebars, and/or front placard as designated by the potential sponsors;
- Secure locking system integrated into bike, which can lock to stations, standard bike racks, or anywhere within the defined service area; and
- Customizable signage/decals on tubes, baskets, skirtguards, handlebars, etc. that can accommodate branding from multiple sponsors; must coordinate with City, operator and sponsors on color and naming of system.

#### 4.2.2 Stations

The following are **required** elements:

a) Overall Station (20 total)

- Stand-alone stations that do not require preparatory work/excavation/trenching and can be relocated easily;
- Easily movable stations that require minimal time/cost to install and/or remove;
- Scalable stations that allow for an increase or decrease in number of bikes that can be docked;
- Capacity to withstand the elements when installed in an uncovered, outdoor location;
- Ability to modify or design the system components (bikes, kiosks, stations, signage) to address issues (e.g. climate, vandalism, etc.)
- Capacity to convey safety information and laws affecting bicyclists on/at each station;
- Capacity to maintain security of the system during a power failure event or loss of internet connection;
- Existing and/or removed stations create no vertical or sharp objects in the roadway or on the sidewalk that could impede pedestrian travel or restrict the ability to park cars;
- Layout that minimally impedes pedestrian traffic and has no horizontal components that could trip a pedestrian or injure a rider approaching the station at night;
- Unified look and feel of all stations/hubs within the network;
- Estimate of the useful life (minimum 5 years) of each station (terminal, hub and sign) and proposed warranty term (minimum 5 years);
- Lighting and signage that adheres to existing ordinances or a plan to have exceptions written into existing ordinances; and
- A prominent space for customized bike share logo display as well as sponsor logo display for stations on private Right of Way or in public Right of Way.

b) Kiosks (5 total, located at high-traffic stations)

- User-friendly interface;
- Capable of transmitting data securely, especially financial data, user names, and addresses; must be Payment Card Industry (PCI) compliant;
- If wireless internet connections are used, a system that is highly reliable and secure with encryption for financial data;
- All kiosks in the system accept walk-up customers with agreement to a liability waiver;
- All kiosks in the system accept credit/debit cards and membership cards;
- Ability to sign up new subscribers at all kiosks;
- Automatic confirmation that a subscriber's credit card is valid and has sufficient funds to cover charges if bicycle is not returned, preferably before bicycle is removed;
- A clear process for situations in which a user cannot return a bike because of a full terminal or cannot rent a bike due to an empty terminal;
- Clear and prominent instructions directing the user, explaining who to call in the event of a problem or emergency;
- Capacity to display title sponsor branding on screen or body of kiosk; and
- Demonstrated ability to support equity programs such as access for the "unbanked".

c) Dock Specifications

- Docking points that are intuitive and easy to use, similar to a traditional bike racks;
- At least 10 docking points available per station, with more docking points available in the system than the total number of bikes in the system;
- Vandal and theft-proof connection between hub and bike; and
- Useful life of five years or greater.

d) Sign Specifications

- Signs can be customized with bike share logo and sponsor recognition;
- Consistent signage alerting people to the presence of the bike station; and
- Adequate space at each station for a map frame indicating both station locations and bicycle routes/infrastructure.

4.2.3 The following elements are **strongly desired**:

- Capacity for bicycles and kiosks to self-report mechanical problems;
- Smallest feasible footprint;
- Aesthetic compatibility with streetscape and neighborhood context, both when station is full of bicycles and when it is empty;
- Indicator showing whether the bicycle is available for use or out-of-service (such as when the system is shut down during an emergency or an individual bicycle has been identified as needing repair);
- Ability to operate “grid-free” (i.e. does not need to connect to electrical grid), potentially by way of solar power or other type(s) of alternative energy sources, as feasible;
- If using reliable alternative energy sources, employment of a backup power source;
- Capacity to add lighting, where necessary, to facilitate nighttime use of terminal, adjustment of bicycles, reduce vandalism, etc.;
- Touch screen; and
- Spanish translation available.

4.3 App and Website Development

The awarded bidder shall set up communications and IT, establish geofencing for the service area of the system, and coordinate with the operator for ongoing tech support for the app, website, kiosks, and other software.

4.3.1 The following are **required** elements for the mobile app:

- User-friendly mobile app, compatible with iOS and Android;
- Allows users to locate bikes, both in and out of stations;
- Allows users to report issues with bikes or stations;
- Allows users to sign up for an account, update account information, or pay for a single ride, with secure processing of financial data;
- Customizable with local information and sponsors’ logos;
- Allows operator and City to access quantitative data in a usable form including, but not limited to, bike usage by members and walk-up renters, bicycle miles traveled, trips and their duration, financial summaries, average repair times, station specific data with regard to usage and users, functionality, and efficiency, and GPS route data.

4.3.2 The following are **required** elements for the website:

- User-friendly website that includes, but is not limited to, information on how the bike share system works, locations of bikes and stations, membership options, pricing, the mobile app, and bicycle safety;
- Allows operator and City to access quantitative data in a usable form including, but not limited to, bike usage by members and walk-up renters, bicycle miles traveled, trips and their duration, financial summaries, average repair times, station specific data with regard to usage and users, functionality, and efficiency, and GPS route data.
- Ability to sign up for membership on the website;
- Multiple levels of sponsor recognition;
- Ability to customize with local information;
- Includes contact information for customer service.

#### 4.4 Company Qualifications:

Bidders shall provide at least three (3) references from U.S. cities that have had a bike share program in place using the system/equipment proposed for a minimum of two (2) years.

#### 4.5 Schedule

It is anticipated that the bike share system will be launched no later than May 6, 2019. Equipment shall be available with enough time prior to launch for the assembly and installation of the system. A specific delivery deadline based on lead times will be agreed upon with the awarded Contractor and included in the Contract.

#### 4.6 Bid Specification Form

Each bidder shall complete every line on the Bid Specification Sheet (Does not Meet Spec, Meets Spec or Exceeds Spec). 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.

#### 4.7 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.

#### 4.8 Equipment

All bicycles, stations and kiosks shall come assembled and ready for immediate operation/installation. Please see the Bid Specification Sheets for detailed requirements.

The equipment 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 total firm fixed price for the entire system and separate unit pricing for future purchases as needed. Pricing is to cover all freight (shipping) fees and delivery charges. Delivery of units shall be FOB destination. Delivery of units shall be no later than the date agreed upon for the Contract.

#### 4.9 Samples

Prior to the award, samples representing the exact items bid may be required at the expense of the bidder(s). Do not automatically submit samples. If they are required, the Purchasing Services Office will contact you. When required, samples must be furnished within five (5) calendar days of request. All samples shall be marked "Samples for Purchasing Office", and each sample shall bear the name of the bidder and shall be carefully tagged or marked in a substantial manner. Failure to submit samples, when requested, will be cause for rejection of the Bid.

The samples submitted by bidders on items for which they have received an award might be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted. Samples belonging to unsuccessful bidders must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within thirty (30) days after the award has been made. Bidder shall make all arrangements for delivery of samples to the place designated as well as removal of samples. Cost of delivery of samples shall be borne by the bidder.

#### 4.10 Software Agreement Forms/Extended Maintenance

If the City would be required to sign an extended maintenance contract, or software license agreement, Vendor shall include a copy of the standard maintenance form(s) as a part of the RFB response. Such Agreement shall be

subject to City Attorney review, modification, and acceptance. The City will consider the cost of any extended maintenance as a part of the “total cost of acquisition” of the proposed system.

4.11 Software Manufacturer Corrective Updates

Contractor shall provide all software updates to the City as they become available. Software updates are defined as software that includes ‘bug’ fixes or minor revisions that correct errors in existing operation of the software. Updates do not include hardware, software enhancement or software upgrades.

4.12 Artwork

All originals, photographs, artwork, paste-ups, digital and magnetic media used in the production of the equipment shall remain and/or become the property of the City and/or Sponsor. All artwork, paste-ups, digital and magnetic media shall be in a reusable condition and any damage shall be considered the responsibility of the Contractor. In some cases, the City may elect to leave artwork with a particular vendor but the City’s ownership of the artwork is not relinquished.

4.13 Sponsorship Materials

The materials provided in Attachments E and F will be used by the City to assist in soliciting sponsorships.

----- 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 bid.
  - b) For projects equal to or greater than \$50,000, the City Council shall consider a resolution awarding the contract and authorizing the City Manager to sign the Contract on behalf of the City. **Note**, as provided for by Section 4.03 of the Cedar Rapids Municipal Code, no Contract shall be deemed to be created and exist, unless and until the City Council adopts a resolution awarding the project and authorizing the City Manager to sign the Contract.
  - c) The City Manager executes the Contract.
  - d) The City issues a purchase order to the Contractor. The purchase order shall constitute authorization for the Contractor to commence the Work.
- 5.1.3 If the evaluation team determines that all the bids received should be rejected, the Bidders shall be notified by the Purchasing Services Division accordingly. At that point, the City may, or may not, re-bid the project.
- 5.2 Award of bid shall be made to the lowest responsive and responsible Bidder(s) meeting the specifications set forth herein. In addition to the quoted price, the following is a partial list of the criteria that may be used in our determination of Contractor responsibility and responsiveness:
- Adherence to specifications;
  - Service as specified in these bid documents;
  - Company's reputation and financial status;
  - Company's ability to meet the City's Insurance Requirements;
  - Current lead-time quoted;
  - Length of time committed for firm pricing;
  - Guarantees and warranties;
  - Satisfactory demonstration of equipment;
  - Favorable references from firms with projects of similar scopes that indicate that the Bidder has the ability to carry out the Work and provide the products specified.
- 5.3 The City of Cedar Rapids reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect the City's overall interests.
- 5.4 The Company must not have any unresolved performance issues with the City of Cedar Rapids. The Company's performance as a prime Contractor or subcontractor in previous City contracts shall be taken into account when evaluating the Company's submittal for this Request for Bid. The City may survey other local agencies during the bid evaluation period to make sure the Company does not have any unresolved or unsatisfactory performance issues. The City reserves the right to reject the Company's submittal based on its assessment of the Company's prior performance.
- 5.5 In case of tie bids, the City will make the award based on the priority factors as outlined in the City of Cedar Rapids Purchasing Policy Manual.  
[http://www.cedar-rapids.org/document\\_center/Purchasing/Tie%20Bid%20Procedure\\_14.pdf](http://www.cedar-rapids.org/document_center/Purchasing/Tie%20Bid%20Procedure_14.pdf)

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

## SECTION 6.0 – SUBMITTAL INSTRUCTIONS

### DOCUMENTS TO BE SUBMITTED WITH THIS BID

1. General Company Information Form – Attachment C
2. Certification Regarding Ability to Obtain the Required Insurance – Attachment C
3. Bid Pricing Submittal Form – Attachment C
4. Bid Specification Form – Attachment C
5. Signature Page Form – Attachment C
6. Affidavit of Drug Free Workplace – Attachment C
7. Equal Employment Opportunity/Non-Discrimination Policy Statement – Attachment C
8. Byrd Anti-Lobbying Compliance and Certification - Attachment C
9. Certification Regarding Debarment and Suspension - Attachment C
10. Non-Collusion Affidavit – Attachment C
11. Bidder Status Form – Attachment C
12. Bid Bond – Attachment C

----- 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>.
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.

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

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

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



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

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

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

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

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

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

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

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

**RIGHT TO PROTEST** - Anyone wishing to file a protest concerning (1) the specifications, (2) the bid procedure or (3) the award of the contract must do so in writing in accordance with the City's Protest Procedure which is posted on the City's website at [http://www.cedar-rapids.org/document\\_center/Purchasing/Protest%20Procedure\\_14.pdf](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 - EQUIPMENT** - The Contractor warrants that all articles, materials and equipment 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, equipment which is not as warranted may be returned at Contractor's expense within thirty (30) days after delivery, for either credit or replacement, as the City may direct without additional charge to the City.

**WARRANTIES - WORK** - The Contractor shall perform Work for the City pertaining to the Project as set forth in the Contract. Contractor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.

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

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

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

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

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

## ATTACHMENT B – INSURANCE REQUIREMENTS

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

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

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

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

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

**Workers Compensation and Employers Liability Insurance** meeting the relevant Workers Compensation Statutes.

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

#### **1. Additional Insured Endorsement:**

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

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

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

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

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

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

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

**Section II – Conditions of Contract**

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

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

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

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

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

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

**Section III – Contract Approval**

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

List Bike Share System Equipment, RFB #PUR0818-028, as the Scope of Work the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

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

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

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

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

**ATTACHMENT C**

**BID SUBMITTAL FORMS**

For

**BIKE SHARE SYSTEM EQUIPMENT**

**RFB #PUR0818-028; 115200**

<b>FORM NAME</b>	<b>Page</b>
General Company Information Form .....	<b>22</b>
Certification Regarding Ability to Obtain Required Insurance .....	<b>23</b>
Bid Pricing Submittal Form .....	<b>24</b>
Bid Specification Form .....	<b>25</b>
Signature Page Form .....	<b>29</b>
Affidavit of Drug Free Workplace .....	<b>30</b>
Equal Employment Opportunity/Non-Discrimination Policy Statement .....	<b>31</b>
Byrd Anti-Lobbying Amendment Compliance and Certification .....	<b>33</b>
Certification Regarding Debarment .....	<b>34</b>
Non-Collusion Affidavit .....	<b>35</b>
Bidder Status Form .....	<b>36</b>

**GENERAL COMPANY INFORMATION FORM**

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

General Description of the Company: \_\_\_\_\_

Type of Organization (franchise, corporation, partnership, etc.) \_\_\_\_\_

Number of years in business: \_\_\_\_\_

**References**

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

**Reference #1 - Name:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person & Phone: \_\_\_\_\_  
Date & Description of Job: \_\_\_\_\_  
Contract Value: \_\_\_\_\_

**Reference #2 - Name:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person & Phone: \_\_\_\_\_  
Date & Description of Job: \_\_\_\_\_  
Contract Value: \_\_\_\_\_

**Reference #3 - Name:** \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person & Phone: \_\_\_\_\_  
Date & Description of Job: \_\_\_\_\_  
Contract Value: \_\_\_\_\_

**Personnel**

Name and title of person overseeing the City account: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

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

**Safety Record**

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

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

**CERTIFICATION REGARDING ABILITY TO OBTAIN REQUIRED INSURANCE**

**CERTIFICATION BY BIDDER'S INSURANCE AGENT/BROKER REGARDING BIDDER'S ABILITY TO OBTAIN  
REQUIRED INSURANCE COVERAGE AND ENDORSEMENTS**

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of Attachment B, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverage and endorsements if selected as the successful bidder of the RFB to which my client has responded:

Project Name and Number: \_\_\_\_\_

Legal Name of Bidder: \_\_\_\_\_

Name/Address of Insurance Agency:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Agent/Broker (Print): \_\_\_\_\_

Signature of Agent/Broker: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**BID PRICING SUBMITTAL FORM**

The undersigned bidder has carefully examined the requirements described herein, has become familiar with the character and extent of the Project; has carefully examined the specifications which are acknowledged to be a part of the Request for Bid.

The undersigned bidder has determined the quality and quantity of materials required; determined the sources of supply of the materials required; and has arranged for the continuous execution of the requirements herein described.

The undersigned bidder further agrees to provide all necessary equipment, tools, labor, incidentals and other means required to perform all of the Work and furnish all of the equipment that is necessary to complete the Project in accordance with the Request for Bid and specifications.

The Project will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance, bonds (if applicable) as specified herein necessary to complete the Project.

**Pricing for initial purchase of complete bike share system:**

Description	Firm Fixed Price
All-inclusive, firm-fixed price to provide complete bike share system including 200 bikes, 20 stations, 5 kiosks, signage, mobile app and website	\$

**Unit pricing for future purchases of additional equipment on an as-needed basis:  
(Bikes, stations, and kiosks shall be the same as what is included in the initial system)**

Description	Firm Fixed Unit Price
Bike	\$
Docking station, including signage	\$
Kiosk, including signage	\$

Warranty Information: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

An approved city council resolution, signed contract and purchase order will be the documents that authorize work to begin.

Estimated lead time for delivery of equipment upon receipt of purchase order: \_\_\_\_\_ calendar days

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

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

Date: \_\_\_\_\_



## BID SPECIFICATION FORM

	Minimum Specifications	Does not meet spec	Meets spec	Exceeds Spec	Comments
<b>BICYCLES – REQUIRED ELEMENTS</b>					
1	GPS equipped				
2	One size frame designed to fit the majority of the adult population with seat only adjustment				
3	Adjustable seat that cannot be removed				
4	One-piece handlebar that covers and protects all components and cables				
5	Low center of gravity for stability				
6	Minimum 3-speed internal gearing				
7	Enclosed drivetrain and full fenders for protection from grease, dirt, and tire spray				
8	Covered, low-maintenance, durable, rust-resistant derailleur or internal hub				
9	Reliable front/rear internal brakes				
10	A bell				
11	Active lighting and reflectors (front and rear)				
12	Luggage carrier that supports up to 20 pounds				
13	Heavy duty tires with a puncture-resistant run flat casing and a security reflector band on each side				
14	Heavy duty rims made for rugged urban cycling				
15	Useful life of each bicycle and proposed warranty term a minimum of 5 years				
16	Capacity for user to identify a bicycle as needing repair				
17	An RFID tag (also works as anti-theft mechanism and unique identification of each bike)				
18	Ability to customize bikes with name and sponsor logos on each bicycle's body, rear fender, chain guard, handlebars, and/or front placard as designated by the potential sponsors				
19	Secure locking system integrated into bike, which can lock to stations, standard bike racks, or anywhere within the defined service area				
20	Customizable signage/decals on tubes, baskets, skirtguards, handlebars, etc. that can accommodate branding from multiple sponsors				
<b>OVERALL STATIONS – REQUIRED ELEMENTS</b>					
21	Stand-alone stations that do not require preparatory work/excavation/trenching and can be relocated easily				
22	Easily movable stations that require minimal time/cost to install and/or remove				
23	Scalable stations that allow for an increase or decrease in number of bikes that can be docked;				
24	Capacity to withstand the elements when installed in uncovered, outdoor location				
25	Ability to modify or design system components (bikes, kiosks, stations, signage) to address issues (e.g. climate, vandalism, etc.)				
26	Capacity to convey safety information and laws affecting bicyclists on/at each station				

	Minimum Specifications	Does not meet spec	Meets spec	Exceeds Spec	Comments
27	Capacity to maintain security of the system during a power failure event or loss of internet connection				
28	Existing and/or removed stations create no vertical or sharp objects in the roadway or on the sidewalk that could impede pedestrian travel or restrict the ability to park cars				
29	Layout minimally impedes pedestrian traffic with no horizontal components that could trip a pedestrian or injure a rider approaching the station at night				
30	Unified look and feel of all stations/hubs within the network				
31	Useful life of each station (terminal, hub and signage) and proposed warranty term a minimum 5 years				
32	Lighting and signage that adheres to existing ordinances or a plan to have exceptions written into existing ordinances				
33	A prominent space for customized bike share logo display as well as sponsor logo display for stations on private Right of Way or in public Right of Way				
<b>KIOSKS – REQUIRED ELEMENTS</b>					
34	User-friendly interface				
35	Capable of transmitting data securely, especially financial data, user names, and addresses; must be Payment Card Industry (PCI) compliant				
36	If wireless internet connections are used, a system that is highly reliable and secure with encryption for financial data				
37	All kiosks in the system accept walk-up customers with agreement to a liability waiver				
38	All kiosks in the system accept credit/debit cards and membership cards				
39	Ability to sign up new subscribers at all kiosks				
40	Automatic confirmation that a subscriber's credit card is valid and has sufficient funds to cover charges if bicycle is not returned, preferably before bicycle is removed				
41	A clear process for situations in which a user cannot return a bike because of a full terminal or cannot rent a bike due to an empty terminal				
42	Clear and prominent instructions directing the user, explaining who to call in the event of a problem or emergency				
43	Capacity to display title sponsor branding on screen or body of kiosk				
<b>DOCKING OF BIKES – REQUIRED ELEMENTS</b>					
44	Docking points that are intuitive and easy to use, similar to a traditional bike racks				
45	At least 10 docking points available per station, with more docking points available in the system than the total number of bikes in the system				
46	Vandal and theft-proof connection between hub and bike				
47	Useful life of five years or greater				

	Minimum Specifications	Does not meet spec	Meets spec	Exceeds Spec	Comments
<b>SIGNAGE – REQUIRED ELEMENTS</b>					
48	Signs can be customized with bike share logo and sponsor recognition				
49	Consistent signage alerting people to the presence of the bike station				
50	Adequate space at each station for a map frame indicating both station locations and bicycle routes/infrastructure				
<b>ADDITIONAL ELEMENTS FOR EQUIPMENT – STRONGLY DESIRED</b>					
51	Capacity for bicycles and kiosks to self-report mechanical problems				
52	Smallest feasible footprint				
53	Aesthetic compatibility with streetscape and neighborhood context, both when station is full of bicycles and when it is empty				
54	Indicator showing whether the bicycle is available for use or out-of-service (such as when the system is shut down during an emergency or an individual bicycle has been identified as needing repair)				
55	Ability to operate “grid-free” (i.e. does not need to connect to electrical grid), potentially by way of solar power or other type(s) of alternative energy sources, as feasible				
56	If using reliable alternative energy sources, employment of a backup power source				
57	Capacity to add lighting, where necessary, to facilitate nighttime use of terminal, adjustment of bicycles, reduce vandalism, etc.				
58	Touch screen				
59	Spanish translation available				
<b>MOBILE APP – REQUIRED ELEMENTS</b>					
60	User-friendly mobile app, compatible with iOS and Android				
61	Allows users to locate bikes, both in and out of stations				
62	Allows users to report issues with bikes or stations				
63	Allows users to sign up for an account, update account information, or pay for a single ride, with secure processing of financial data				
64	Customizable with local information and sponsors’ logos				
65	Allows operator to access quantitative data in a usable form including, but not limited to, bike usage by members and walk-up renters, bicycle miles traveled, trips and their duration, financial summaries, average repair times, station specific data with regard to usage and users, functionality, and efficiency, and GPS route data.				
<b>WEBSITE – REQUIRED ELEMENTS</b>					
66	User-friendly website that includes, but is not limited to, information on how the bike share system works, locations of bikes and stations, membership options, pricing, the mobile app, and bicycle safety				

	Minimum Specifications	Does not meet spec	Meets spec	Exceeds Spec	Comments
67	Allows operator to access quantitative data in a usable form including, but not limited to, bike usage by members and walk-up renters, bicycle miles traveled, trips and their duration, financial summaries, average repair times, station specific data with regard to usage and users, functionality, and efficiency, and GPS route data.				
68	Ability to sign up for membership on the website				
69	Multiple levels of sponsor recognition				
70	Ability to customize with local information				
71	Includes contact information for customer service				

Additional Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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 equipment and services be furnished and that all incidental costs be paid in strict conformity with these documents, for the stated prices as payment in full.

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

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

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

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

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

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

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

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

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

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

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

**FIRM PRICING**

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

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

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

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

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

**PAYMENT METHOD**

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

**QUICK PAY DISCOUNT**

If you provide a discount for quick payment, please state the discount and terms: \_\_\_\_\_ % \_\_\_\_\_ days  
Does this discount apply to payments made by MasterCard? Yes  No

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

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

Subcontractor Company Name	Address	IA Contractor Registration #

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

**AFFIDAVIT OF DRUG FREE WORKPLACE**

We, the undersigned Bidder understand that the City of Cedar Rapids seeks to enhance worker safety by creating workplaces that are free of drugs and substance abuse, and that all contractor and subcontractors working on City projects will be responsible for the pre-employment drug screening of all of their employees to be assigned to City projects.

We, the undersigned Bidder state that our firm has in place a drug and alcohol testing policy that conforms to the requirements of Iowa Code Section 730.5 "Private sector drug free workplaces" and "A Guide to Workplace Testing in Iowa", latest update. Random testing is and shall be conducted in conformance with Iowa Code Section 730.5 – 8.a.

We further state that our company drug testing program, and those of our subcontractors, if we are awarded the contract for the work, do or shall meet the requirements of this paragraph. This affidavit will be included in the Contract by reference.

I hereby certify that the above information is true and correct and that the City may rely on the information provided.

THIS STATEMENT MUST BE NOTARIZED.

NAME OF BIDDER: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Iowa

**EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION POLICY STATEMENT**

1. This is to affirm that \_\_\_\_\_ (hereinafter referred to as the Contractor) has a policy of Non-Discrimination and providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof, and specifically Iowa Statutes.
2. The Contractor and Sub-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.
3. The Contractor will take Affirmative Action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff disciplinary action, termination, rates of pay or other forms of compensation and 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.
4. The Contractor will use its best efforts to afford minority and female business enterprises with the maximum practicable opportunity to participate in the performance of subcontracts for construction projects that this employer engages in.
5. The Contractor will commit the necessary time and resources, both financial and human to achieve the goals of Equal Employment Opportunity and Affirmative Action.
6. The Contractor fully supports incorporation of nondiscrimination and Affirmative action rules and regulations into contracts.
7. The Contractor, or his collective bargaining representative, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor s' commitments under this selection.
8. The Contractor will evaluate the performances of its management and supervisory personnel on the basis of their involvement in achieving the Affirmative Action objectives as well as other established criteria. Any employee of this organization or subcontractor to this employer, or to who does not comply with the Equal Employment Opportunity policies and procedures as set forth in this Statement and Plan will be subject to disciplinary action. Any subcontractor not complying with applicable Equal Employment Opportunity/ Affirmative Action laws, directives and regulations of the Federal, State, and Local governing bodies or agencies thereof, specifically Iowa statutes, will be subject to appropriate legal sanctions.
9. The Contractor has appointed the following individual to manage the Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action program, as required by Federal, State, and Local agencies. An official for the Contractor will receive and review reports of the progress of the program. If any employee or applicant for employment believes he/she has been discriminated against, please contact the following:

Company Name	
Contact Individual	
Address	
City, State, Zip Code	
Phone Number	

10. The Contractor, will include, or incorporate by reference, the provisions of this Equal Employment Opportunity/Nondiscrimination policy in every Contract, subcontract or purchase order unless exempt by the rules, regulations or orders of the Owner's Affirmative Action Program and will provide in every subcontract, or purchase order that said provision will be binding upon each Subcontractor and Supplier of Goods.

\_\_\_\_\_  
Signature of appropriate official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Representing



**BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION**

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently \$150,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the “Byrd Anti-Lobbying Amendment.”

- a. FAR 52.203-12, “Limitation on Payments to Influence Certain Federal Transactions” is hereby incorporated by reference into this certification
- b. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:
  - 1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering in to of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - 2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - 3. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.
- c. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure for to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER  
RESPONSIBILITY MATTERS**

The Offeror certifies, to the best of its knowledge and belief, that:

1. The Offeror and/or any of its Principals:
  - a. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
  - b. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph b) above.
  - d. Have  , have not  , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
2. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

The Offeror shall provide immediate written notice to the City of Cedar Rapids if, at any time prior to subcontract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

A certification that any of the items in paragraphs 1, 2, or 3 exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested may render the Offeror nonresponsible.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph 1 or 2 of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The certification in paragraphs 1 and 2 of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City of Cedar Rapids, the City may terminate the contract resulting from this solicitation for default.

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

CITY OF CEDAR RAPIDS, IOWA

Each Contractor submitting a Bid on this Project shall complete the Non-Collusion Affidavit and submit it with the bid.

STATE OF IOWA)

COUNTY OF LINN)

I, \_\_\_\_\_, representing \_\_\_\_\_, upon oath depose and state that neither (I/we) nor anyone in (my/our) employment has employed any person to solicit or procure this Contract nor will (I/we) nor they make any payment or agreement for payment of any compensation in connection with the procurement of this Contract.

I further depose and state that there is no Contract, Agreement or arrangement, either oral or written, express or implied, contemplating any division of compensation for services rendered under this Contract, or participation therein, directly or indirectly, by any other person, firm or corporation, except if shown by the Contract another Contractor jointly serving with (me/us) in the same capacity.

I further depose and state that neither (I/we) nor anyone in (my/our) employment has either directly or indirectly entered into any Agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me on this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_.

Notary Public in and for the State of Iowa

**BIDDER STATUS FORM**

**To be completed by all bidders**

**Part A**

Please answer "Yes" or "No" for each of the following:

- Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*
- Yes  No My company has an office to transact business in Iowa.
- Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

**To be completed by resident bidders**

**Part B**

My company has maintained offices in Iowa during the past 3 years at the following addresses:

- Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_
  - Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_
  - Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_
- You may attach additional sheet(s) if needed.*

**To be completed by non-resident bidders**

**Part C**

1. Name of home state or foreign country reported to the Iowa Secretary of State:  
\_\_\_\_\_
2. Does your company's home state or foreign country offer preferences to bidders who are residents?  Yes  No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.  
\_\_\_\_\_

*You may attach additional sheet(s) if needed.*

**To be completed by all bidders**

**Part D**

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: \_\_\_\_\_

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

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner. 309-6001 02-14

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes  No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes  No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes  No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes  No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes  No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes  No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes  No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes  No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes  No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes  No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes  No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.