



**REQUEST FOR BID
SERVICES TO BOARD UP VACANT STRUCTURES – BID #0909-053
CITY OF CEDAR RAPIDS, IOWA
SEPTEMBER 7, 2009**

You are invited to submit a bid for the labor, materials and supplies to board up vacant structures as requested by the City of Cedar Rapids.

Sealed bids must be received in the Office of the City Clerk (date and time stamped) by Thursday, September 24, 2009 at 11:00 am, CDT (our clock), Central Daylight Time, in order to be considered. **If you wish to bid, please submit your sealed submittal, in a mailing container or envelope which is plainly marked on the outside with the notation 'SEALED BID – SERVICES TO BOARD UP VACANT STRUCTURES' due on September 24, 2009 at 11:00 am, CDT.** The City Clerk's office is located at 3851 River Ridge Drive NE, Cedar Rapids, Iowa. Bids will **not be received** in any office or department but that of the City Clerk, and bids sent via facsimile or electronically will **not** be accepted.

INSTRUCTIONS TO BIDDERS

Name of the Bid	SERVICES TO BOARD UP VACANT STRUCTURES
Deadline for Questions	Friday, September 18, 2009 at 11:00 am, CDT
Deadline for Bid Submittal	Thursday, September 24, 2009 at 11:00 am, CDT
Submit Sealed Bid to: Address <u>exactly as stated</u> → →	Sealed Bid – Services To Board-Up Vacant Structures City Hall – Office of the City Clerk 3851 River Ridge Dr. NE Cedar Rapids IA 52402
Method of Submittal	Mail Delivery, In Person Fax or electronic bids are <u>not</u> acceptable.
Contact Person, Title E-mail Address	Judy Lehman, Purchasing Manager j.lehman@cedar-rapids.org
Phone/ Fax Numbers	Phone: 319-286-5022 Fax: 319-286-5130

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 which are received later than the date and time stated above. Late bids shall not be considered and shall be returned to the late bidder unopened.

Any questions about the meaning, the intent or the specifications must be inquired into by the Bidder in writing no later than Friday, September 18, 2009 at 11:00 am, CDT. FAX or E-Mail all questions to Judy Lehman in the Purchasing Services Division (fax and e-mail information listed above). Any and all

questions will be responded to in the form of written addenda to all Bidders. It shall be the responsibility of each Bidder, prior to submitting their bid, to contact the City contact listed above (by Email or Phone) to determine if addenda were issued. 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 (page 9).

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.

Wherever requested throughout this document, a company representative who is authorized to bind the Supplier 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 attached hereto. The City of Cedar Rapids reserves the right to reject any or all bids, and to accept in whole or in part, the bid, which, in the judgement of the bid evaluators, is the most responsive and responsible bid.

In the event of conflict, the Special Terms and Conditions shall take precedence over the General Terms and Conditions, included herein.

Bids will be publicly opened and read on Thursday, September 24, 2009 at 11:00 am, CDT at City Hall North, 3851 River Ridge Drive NE, Cedar Rapids. The main purpose of the bid opening is to reveal the name(s) of the bidder(s), not to serve as a forum for determining the apparent low bidder(s).

Bids will be evaluated promptly after the bid 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 and will not be given out prior to award. No bid may be withdrawn for a period of sixty (60) calendar days after the bid opening date.

The contract outlined in the Request cannot begin until a proper Certificate of Insurance has been reviewed and approved by the City's Risk Manager.

Respectfully,

Judy Lehman

Judy Lehman, CPPB
Purchasing Manager
Purchasing Services Division
3851 River Ridge Drive NE
Cedar Rapids, IA 52402

SPECIAL TERMS AND CONDITIONS

SCOPE OF WORK

The City of Cedar Rapids intends to establish a term contract with a Contractor who has the ability, labor, materials and equipment to provide services to board up vacant structures by boarding accessible openings and/or fencing to prevent entry to the structure. Services shall be provided in strict conformance with the terms, conditions and procedures set forth herein.

The Contractor shall supply all labor, materials, services, insurance, permits, licenses and equipment necessary to carry out the work in accordance with all applicable Federal, State and local regulations and the specifications stated in this document. Electricity will not be provided at the worksites.

The vacant structures are classified into three groups as follows:

Group #1:

Severely flood-damaged vacant structures that have been declared as structurally unsound and pose an imminent safety threat. When this contract is scheduled to begin, there will be approximately 125 structures that will require board-up services immediately. Additional flood damaged structures will be added throughout the term of the contract on an as needed basis.

Group #2:

Non-flood related vacant structures that have been declared to be a public nuisance and are in the process of nuisance abatement. These structures shall be boarded up on an as-needed basis within 48 hours after the Contractor is notified to proceed.

Group #3:

Vacant structures that have been defined as an "Emergency Board-Up". An "Emergency Board-Up shall be completed as soon as possible but no later than 24 hours after the Contractor is notified to proceed. Contractor shall submit a single trip surcharge for Emergency Board-Ups.

Board-up: Means to secure structures by boarding accessible opening and /or fencing the structure to prevent entry to the structure. The structure shall be secured using 7/16" or 1/2" wafer board/OSB material that is cut to fit individual openings, including doors and windows. The wafer board is to be attached with weather resistant 1½" screws that are suitable for the job and secured to the frame of the opening with a minimum depth of one inch. These screws are to be installed at intervals of approximately six to ten inches on the two sides and the top of the opening. The screws shall be backed by washers not less than ¾ inch or more than one inch in diameter.

Signage: Each door of the structure shall be stenciled with neon orange spray paint as stated below. The letters shall be 3.5 inches for "No Entry" and no less than 2.75 inches for the remainder.

NO ENTRY
To report suspicious activity call 286-5831

Garage Doors: Contractor shall lock the overhead garage door from the inside if possible and board-up the side door. If the overhead garage door cannot be locked, Contractor shall install a hasp and lock. If overhead garage door is missing, Contractor shall board-up the opening and stencil with neon orange spray paint sign as stated below. The letters shall be 3.5 inches for "No Entry" and no less than 2.75 inches for the remainder.

NO ENTRY
To report suspicious activity call 286-5831

Fencing: If it is impossible to board-up a structure or an excavation, the Contractor will install fence to secure the area deemed to be a danger. Fencing will be standard 48" snow fence supported by "T"

posts with flange and clips to fasten to the posts. Posts will be spaced 6” and flange below grade to sufficiently hold fencing from falling over. The fencing is at the sole discretion of the City and Contractor shall not proceed until written approval is issued.

FURNISH AND INSTALL REQUIREMENTS

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

AWARD CRITERIA

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 vendor responsibility and responsiveness:

- A. Superior quality and adherence to specifications;
- B. Service as specified in these bid documents;
- C. Company’s reputation and financial status;
- D. Company’s ability to meet the City’s Insurance Requirements;
- E. Current lead-time quoted;
- F. Length of time committed for firm pricing;
- G. Past experience and service provided by bidder;
- H. Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the services and provide the products specified;
- I. Strength of company’s safety program and history.

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”; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

The City of Cedar Rapids reserves the right to use both primary and secondary Contractors or to otherwise use multiple sources to protect the City’s overall interests. The City reserves the right to split this bid if deemed to be in the City’s best interest. If the awarded Contractor is unable to perform the work as agreed upon, the City shall direct the work to the secondary Contractor.

CONTRACT AWARD

Any contract award(s) made by the City of Cedar Rapids is subject to prior approval by the City of Cedar Rapids City Council. Due to funding sources, two separate contracts will be required, one for as needed flood related board up services and one for as needed non flood board up services.

Award of contract shall be made to the lowest, most responsible and responsive bid from a Company whose bid offers the greatest value to the City with regard to the criteria detailed and the specifications set forth herein. The City may select a Contractor based on an “all or none” proposal, on individual responses, or as is otherwise deemed to be in the best interest of the City.

If the evaluation team determines that a contract for the project should be awarded, the process of awarding the Contract shall be as follows:

1. The evaluation team shall determine which Proposer has submitted the lowest most responsive and responsible proposal, and make its recommendation to the City Council.
2. The City Council shall consider a resolution awarding the contract and authorizing the City Manager to sign the Letter of Agreement 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 contract and authorizing the City Manager to sign the Letter of Agreement.

3. The City Manager executes the Letter of Agreement.
4. The City issues a purchase order to the Contractor. The purchase order shall constitute authorization for the Contractor to commence the work.

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-solicit the project.

TIE BIDS

In case of ties, the City will make the award based on the priority factors as outlined in the City of Cedar Rapids Purchasing Policy Manual.

TERM OF CONTRACT

The initial term of the contract shall be for one year anticipated to be late-September 2009 to late-September 2010.

The City and the Contractor may renew the original contract for four (4) additional one-year time periods by mutual agreement. Thirty (30) to sixty (60) days notice must be given to renew the contract for additional increments.

A Letter of Agreement, prepared by the City and signed by the City Manager, shall become the document that authorizes the contract to begin, assuming the insurance requirements (if applicable) have been met. Each section contained herein, any addenda and the response from the successful bidder shall also be incorporated by reference into the resulting agreement. Similar products and/or services may be added and pricing negotiated during the term of the contract.

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, etc 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.

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 services 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.

CONTRACT ADMINISTRATOR

The contract administrator will be the Assistant Code Enforcement Director for the City of Cedar Rapids. The site-base administrator is the Demolition Project Manager, Mike Murphy, Family Environmental Services. During the term of the contract, should the site-based administrator request a change of scope, function, design, etc. of the project, such request shall be reported to the City's contract administrator prior to any changes being made so an amendment to the contract may be issued.

INDEPENDENT CONTRACTOR

It is expressly understood that Contractor is an independent contractor and not the agent or employee of the City. Contractor is not entitled to tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise.

CONTRACTOR'S EMPLOYEES

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

SAFETY

Contractor will ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. All buildings, equipment and furnishings shall be protected by the bidder from damage, which might be done or caused by work performed under this contract. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore the damaged areas to their original condition at the expense of the Contractor. The Contractor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury.

SAFETY EQUIPMENT

The bidder certifies that all items or service delivered herein comply with all ANSI Standards and with the Federal Occupational Safety and Health Act of 1970, as applicable.

TOOLS AND EQUIPMENT

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

WASTE DISPOSAL – CLEAN-UP

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

TERM OF PAYMENT

Purchases authorized under this contract will be paid for upon receipt of an original invoice within thirty (30) days and after all services are delivered, inspected and accepted. **Every invoice shall clearly state the address of the structure, the number of openings, the number of stenciled signs, etc. Each structure shall be invoiced separately.**

For accounting purposes, detailed schedules and supporting documentation apportioning the cost of time and/or materials under this contract shall be included with Contractor's invoice. The schedules shall be presented in such detail, and backed up with supporting information in the format the City requests. Violation of this provision by Contractor shall constitute a material breach of this contract. Any schedule submitted may be utilized for payment requests only after it has been acknowledged, in writing, as acceptable by the City's Finance Department.

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

- In a pdf format via e-mail to: accountspayable@cedar-rapids.org,
- Via US mail to: City of Cedar Rapids Finance Department, attn: AP Division, 3851 River Ridge Drive NE, Cedar Rapids, IA 52402.

If Contractor, or any of its subcontractors, exceeds the estimated actual costs for any reason before the city is notified in writing; the City has the right, at its discretion, to deny reimbursement for that work. The

Contractor is not obligated to continue performance of services under this Agreement or otherwise incur costs in excess of the agreed estimated actual costs unless the City notifies the contractor, in a written amendment, of the City's acceptance of the revised total estimated actual costs. Site specific emergency conditions are excluded from requiring cost preapproval; however, such cases must be reasonable and justifiable, based on the situation.

The City may withhold payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

INSURANCE

A copy of your current Certificate of Insurance should be included with your bid. Insurance requirements are listed on page 11.

SURCHARGES

The only surcharge allowed is the per trip surcharge for an emergency board-up. Additional surcharges (i.e. fuel surcharges) shall NOT be allowed to be added to invoices as an additional line item.

WARRANTY

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

DOCUMENTS TO BE SUBMITTED WITH THIS BID

1. Bid Submittal Form – Page 8
2. Signature Page – Page 9
3. General Company Information – Page 10
4. Certificate of Insurance – Requirements on page 11

BID SUBMITTAL FORM

The Contractor shall supply all labor, materials, services, insurance, permits, licenses and equipment necessary to carry out the work in accordance with all applicable Federal, State and local regulations and the specifications stated in this document.

Pricing for board-ups of a structure shall be based on the cost of supplying and installing material on a per opening basis.

Pricing to secure previously boarded-up openings using existing materials shall be based on a per opening basis.

Pricing to fence structures shall be based on the cost of supplying and installing material on a per foot basis.

Task	Price (includes labor)	UOM
Board-up opening	\$ _____	per opening
Stenciling sign on doors	\$ _____	per door
Board-Up single stall garage door	\$ _____	per door
Board-up double stall garage door	\$ _____	per door
Secure previously boarded-up openings (using existing materials)	\$ _____	per opening
Fencing, installed	\$ _____	per lineal foot
Hasp, lock with key installed, if requested	\$ _____	per opening
Miscellaneous extra duties, if requested	\$ _____	per hour
List the number of structures that your company can complete in one day	_____	per day

Name of Company: _____

Authorized Signature: _____

Date: _____

SIGNATURE PAGE

The undersigned bidder, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____

Date: _____ E-mail: _____

Phone # () _____ Fax # () _____

EXCEPTIONS/DEVIATIONS to this Request for Bid shall be taken below – please be as specific as possible. All exceptions shall be stated no matter how seemingly minor. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

GENERAL INFORMATION

- FOB point in terms of loss or damage is destination.
- Freight and/or delivery charges shall be included in the price of the goods.

FIRM PRICING

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

PIGGYBACK PROCUREMENT METHOD

If you are the successful bidder, will you consider extending the pricing to other City of Cedar Rapids departments and to other governmental entities as described in the General Terms and Conditions (located at the back of this document)? Your response will not be considered as an evaluation factor in awarding this bid/proposal.

Yes No

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

The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

QUICK PAY DISCOUNT

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

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

GENERAL COMPANY INFORMATION

Company Name and Owner _____

Company Corporate Address _____

General Description of the Company:

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

Number of years in business: _____

References

References: Include a reference list of at least three (3) clients to whom the CONTRACTOR has provided services similar in scope and size to those being proposed herein.

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: _____

Name and title of employee who will be overseeing the project: _____

Phone _____

Cell _____

Email _____

Fax _____

INSURANCE REQUIREMENTS – CITY OF CEDAR RAPIDS, IOWA

VENDOR, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance so as to cover all risk which shall arise directly or indirectly from VENDOR'S obligations and activities.

1. **Workers Compensation and Employers Liability Insurance** meeting the requirements of the Iowa Workers Compensation Law covering all the VENDOR'S employees carrying out the work involved in this contract.
2. **General Liability Insurance** with limits of at least \$1,000,000 per occurrence for Bodily Injury and Property Damage. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be included. This coverage shall protect the public or any person from injury or property damages sustained by reason of the VENDOR or its employees carrying out the work involved in this contract.
3. **Automobile Liability Insurance** with **either** a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage without sub-limits **or** split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the VENDOR or its employees.

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

Qualifying 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 CONSULTANT shall be responsible for deductibles and self-insured retentions in the CONSULTANT'S insurance policies.

Additional Insured: The City of Cedar Rapids, its officers and employees shall be named as additional insureds on the VENDOR'S, subcontractor's, and independent contractor's general and automobile liability insurance policies and certificates of insurance. This provision does not apply to workers compensation insurance and professional liability insurance.

CERTIFICATE OF INSURANCE REQUIREMENTS

1. The Description area of the certificate should state: **The City of Cedar Rapids, its officers and employees, the United States Government, FEMA, the State of Iowa, their agencies and agents** are named as additional insureds. List **(Services to Board Up Vacant Structures)** as the scope of services the certificate covers.
2. The minimum liability limits required by the CITY are: **(\$1,000,000)**. This must be **occurrence form** liability coverage.
3. The following address must appear in the Certificate Holder section:
City of Cedar Rapids
Purchasing Services Division
3851 River Ridge Dr. N.E.
Cedar Rapids IA 52402

Certificates may be sent by e-mail, fax (319-286-5130), mail or delivery to the attention of Judy Lehman. A certificate of insurance must be provided to the CITY prior to the execution of this Agreement.

**INSTRUCTIONS TO BIDDERS/OFFERORS
AND GENERAL TERMS AND CONDITIONS**

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word CITY refers to the CITY OF CEDAR RAPIDS, IOWA throughout these Instructions and Terms and Conditions. Similarly, Bidder refers to the person or company submitting an offer to sell its goods or services to the CITY. The words QUOTATION, BID and PROPOSAL are all offers from a BIDDER/OFFEROR, but may represent different methods of obtaining price and other information from the BIDDER/OFFEROR.
2. **BID TABULATION AVAILABILITY** - Bids will be evaluated promptly after opening. After award, a bid tabulation summary will be sent to all companies who submitted a bid or returned a Statement of No Bid. **NO BID RESULTS WILL BE GIVEN OVER THE TELEPHONE.** No Bid may be withdrawn for a period of sixty (60) calendar days of the Bid Opening date.
3. **BIDDER/OFFEROR QUALIFICATIONS** - No Bid shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the City upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, Bidders/Offerors shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service bid and that they have the necessary financial resources to provide the proposed supply/service as described in the attached Technical Specifications.
4. **BID FORM** - Each Bidder must submit an original Bid and additional copies as required on the forms attached. The Bidder shall sign his/her Bid correctly, 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.

With the technological changes, Bidders/Offerors may wish to submit bids electronically on their company's pre-printed forms. However, in order to preserve continuity of the City's terms and to allow businesses not having advanced technical capabilities to participate in the bid and quotation process as well, the City will consider replies NOT on the City's form as non-responsive. Bidders/Offerors may submit additional information and brochures relative to the product(s) for which they are offering pricing, but those submittals will only be considered in addition to, not in lieu of, any bid submitted on the City's form.

In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

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

Bids, the Bidder's/Offeror's name should be clearly shown on each document.

6. **BIDDER/OFFEROR REPRESENTATION** - Each Bidder must sign the Bid with his/her usual signature and shall give his/her full business address on the form provided in this Bid.
7. **COLLUSIVE BIDDING** - The Bidder certifies that the bid submitted by said Bidder is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
8. **BROCHURES** - Bids shall include adequate brochures, latest printed specifications and advertising literature, describing the product offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.
9. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Bid documents shall be through written addendum and furnished to all Bidders/Offerors. Verbal information obtained otherwise will **NOT** be considered in awarding of Bids.
10. **BID CHANGES** - Bids, amendments thereto, or withdrawal requests received after the time advertised for Bid Opening, will be void regardless of when they were mailed.
11. **HOLD HARMLESS AGREEMENT** - The Supplier agrees to protect, defend, indemnify and hold harmless the City of Cedar Rapids and its officers and employees, the United States Government, FEMA, the State of Iowa, their agencies and agents from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Supplier, its employees, subcontractors or any independent contractors working under the direction of either the Supplier or subcontractor in the performance of this contract.
12. **DELIVERY DATE** - The delivery time or completion date, as stated in the Bid Form, shall be the time required to deliver the complete item(s) after the receipt of the order or award of the Contract. Where multiple items appear on a Bid request, the Bidder shall, unless otherwise stated by the City, show the delivery time for each item separately.

If only a single delivery time is shown, it will mean that all items included in the Bid can and will be delivered on or before the specified date. The Bidder agrees that the delivery will be completed in the time stated, assuming that the time between the Bid Opening and the placing of the order does not exceed the number of days so stipulated. The right is reserved to reject any Bid in which the delivery time indicated is considered sufficient to delay the operational needs for which the commodity/service is intended.
13. **ACCELERATED PAY DISCOUNTS** - Accelerated discounts should be so stated on your 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 or proposed must, however, be based upon payment in thirty (30) 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.

14. **AVAILABILITY OF FUNDS** - Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).
15. **BID REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to reject any or all Bids. 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.
16. **PIGGYBACK PROCUREMENT METHOD** – Upon request, the results of this bid must be extended to any other City of Cedar Rapids department. In addition, the opportunity to purchase from this bid may be extended to other government entities within Linn County. Any such usage must be in accordance with the policies of the respective entity and with the approval of the Contractor. The Contractor may determine it is necessary to charge delivery fees for entities located outside of the Cedar Rapids metro area. The City is not an agent of, partner to, or representative of these entities and is not obligated or liable for any action or debts that may arise out of such piggyback procurements.
17. **PURCHASE ORDERS AND INVOICES** - When a bid is awarded and may be used on a Citywide basis or by a cooperative purchasing group, individual purchase orders will be assigned to the successful Bidder(s)/Offeror(s) from the departments and/or jurisdictions which are not part of the CITY, but which are participating in a joint bid. Invoices from the Bidder must be submitted to the actual requestor for each purchase made by a department or outside jurisdiction, and must reflect the corresponding purchase order.
18. **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.
19. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 30 days and on receipt of an original invoice.
20. **MODIFICATION, ADDENDA AND INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Bidder in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Bid Opening. Any and all such interpretations or modifications will be in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
21. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated here by reference.

22. **SUBCONTRACTING** - No portion of this Bid may be subcontracted without the prior written approval by the City.
23. **TELEGRAPHIC/ELECTRONIC BID SUBMITTAL** - Telegraphic and/or bid offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means.
24. **MISCELLANEOUS** - The City reserves the right to reject any and all bids or parts thereof. The City reserves the right to inspect Supplier's facilities prior to the award of this bid. The City reserves the right to negotiate optional items with the successful Bidder.
25. **MODIFICATION OF AGREEMENT** - No modification of award shall be binding unless made in writing and signed by the City.
26. **OVERSHIPMENTS, UNDERSHIPMENTS** - Material shipped in excess of quantity ordered may be returned at Bidder's/Offeror's expense. Similarly, when undershipments are received, the City reserves the right to leave the purchase order/contract open until goods/services are received, or to close the transaction if more cost effective for the City.
27. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
28. **PATENT GUARANTEE** - Bidder shall, with respect to any device or composition of Bidder's/Offeror's design or Bidder's/Offeror's standard manufacture, indemnify and hold harmless the City, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Bidder is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the City.
29. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the successful Bidder shall fail to fulfill in a timely and proper manner its obligations or if the successful Supplier shall violate any of the covenants, agreements or stipulations of the award, the City shall thereupon have the right to terminate the award by giving written notice to the successful Bidder 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 finished or unfinished services, reports or other materials prepared by the successful Bidder shall, at the option of the City, become its property, and the successful Bidder shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the successful Supplier shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the award by the successful Supplier and the City may withhold any payments to the successful Supplier for the purpose of set off until such time as the exact amount of damages due the City from the successful Supplier is determined.
30. **TERMINATION OF AWARD FOR CONVENIENCE** - The City may terminate the award at any time by giving written notice to the successful Supplier of such termination and

specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials(s) prepared or furnished by the successful Bidder/Offer or under the award shall, at the option of the City, become its property. If the award is terminated due to the fault of the successful Bidder, termination of award for cause relative to termination shall apply. If the award is terminated by the City as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the City which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Bidder covered by the award, less payments of compensation previously made.

31. **FORCE MAJEURE** - For the purpose hereof, 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 therefor; 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 (i) 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 (ii) shall remedy such cause as soon as reasonably possible.

32. **ACCEPTANCE OF TERMS BY SHIPMENT** - Shipment of all or any portion of the goods covered by any order placed shall be deemed an acceptance of the bid upon the terms and prices set forth herein.
33. **ASSIGNMENT** - Bidder shall not assign this order or any monies to become due hereunder without the prior written consent of the City. Any assignment or attempt at assignment made without such consent of the City shall be void.
34. **EQUAL OPPORTUNITY** - The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
35. **SPECIFIC DELIVERY SCHEDULE** - For purposes of this bid and subsequent awards, City holiday closures are typically New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the day following, Christmas Eve and Christmas Day. Deliveries generally will not be accepted on those dates. (Please note these dates on your calendars for deliveries, sales calls, etc. throughout the year.)

Notice of a late delivery arrival should be made no more than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the City may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.

36. **TIME PERIOD** - Prices are to be honored for the time period stated in your response on the Signature Page.
37. **EXTENSION** - Any or all of the awards made as a result of this Request for Bid may be extended for an additional period of time, up to one year, if mutually agreed between the parties.
38. **FREIGHT** - Those charges are to be included in the quoted price of these materials, rather than as a separate item unless otherwise noted.
39. **FOB POINT** - In terms of loss or damage, as well as where title to the goods is passed, please quote FOB - Destination.
40. **METHOD OF AWARDING/QUOTING** - The City reserves the right to make awards based on the entire bid or on an individual basis. However if you offer your bid based on an "all or none" condition, the City may consider your bid non-responsive and reject the entire bid.
41. **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.
42. **BID INFORMATION IS PUBLIC** - All documents submitted with any bid or proposal 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 or proposal, the submitting party recognized 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 bid opportunity.
43. **PURCHASE ORDER** - Any ensuing purchase order is an ACCEPTANCE of your OFFER as stated in your quote/bid. When a purchase order is ACCEPTED as an OFFER TO BUY, you must provide us with a written or verbal acknowledgement of a promised ship date and freight carrier, or advise us that merchandise has shipped or will ship on a particular time and date and the method of shipment.

FEDERAL REGULATIONS

The following provisions shall hereby be included in the resulting contract. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. **(Contracts more than the simplified acquisition threshold)**

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. **(All contracts in excess of \$10,000)**

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). **(All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)**

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). **(All contracts and subgrants for construction or repair)**

(5) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5). **(Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)**

(6) Notice of awarding agency requirements and regulations pertaining to reporting.

(7) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(8) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(9) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(10) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(11) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). **(Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)**

(12) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871). [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995]