"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

March 25, 2021

For

CITYWIDE IRRIGATION SERVICES AND REPAIR
RFB #PUR0321-261

Prepared by
City of Cedar Rapids
Purchasing Services Division

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Attachment	Attachment Name
A	Standard Terms and Conditions
B	Insurance Requirements
C	Submittal Forms (General Company Information, Certification Regarding Ability to Obtain Required Insurance, Bid Pricing Submittal Form, Signature Page Form, Buy Local Packet)
D	Work Order Form

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 by email before 3:00pm on Wednesday, March 31, 2021 for as-needed Citywide irrigation services and repairs as requested by the City of Cedar Rapids.

1.2 RFB Timeline

Name of the Bid	Citywide Irrigation Services and Repairs, RFB #PUR0321-261
Date of Issuance	March 25, 2021
Site Visits	March 25 and 26, 2021 By appointment only with Site Base Administrators listed on Page 10, Item 4.7.2 **Masks and social distancing required.**
Deadline for Questions	Friday, March 26, 2021 at 3:00pm CDT
Deadline for Bid Submittal	Wednesday, March 31, 2021 before 3:00pm CDT Bids time stamped 3:00pm or after are late
Recommendation for Award	April, 2021
Method of Submittal	**AT THIS TIME EMAIL BIDS ARE BEING ACCEPTED UNTIL FURTHER NOTICE. PLEASE EMAIL BIDS TO bids.purchasing@cedar-rapids.org**
Contact Person, Title **E-mail Address**	Heather Mell, CPPB, Purchasing Agent h.mell@cedar-rapids.org
Phone/ Fax Numbers	Phone: 319-286-5117 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 The bid tabulation will be posted no later than 3:30pm on Wednesday, March 31, 2021. This will be a preliminary tabulation provided for informational purposes only. The final bid tabulation, with awarded vendor, will be posted after the department has had the opportunity to review all bids.

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 as needed irrigation services and repairs for various City departments. 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.

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, March 26, 2019 at 3:00pm CDT. FAX or E-MAIL all questions to Heather Mell 888-815-3659 or h.mell@cedar-rapids.org. Any and all questions will be responded to in the form of written addenda to all Bidders. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page Form (Attachment C). All Addenda will be posted on the City's website. It is the Bidder's responsibility to check for addenda.
www.cedar-rapids.org/local_government/departments_g_-_v/purchasing_services/current_bid_opportunities_list.php

2.8 Exceptions to Documents

The Bidder shall clearly state in the submitted bid any exceptions to, or deviations from, the minimum bid requirements, and any exceptions to the terms and conditions of this RFB. Such exceptions or deviations will be considered in evaluating the bids. Bidders are cautioned that exceptions taken to this RFB may cause their bid to be rejected.

2.9 Silence of Specifications

Commercially accepted practices shall apply to any detail not covered in the specification and to any omission of the specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the 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 <u>in writing</u> and issued by the Purchasing Services Division.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

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

SECTION 3.0 – SPECIAL TERMS AND CONDITIONS

3.1 Term of Contract

3.1.1 The initial term of the Contract shall be for two (2) years anticipated to be April 15, 2021 through March 31, 2023.

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 <u>and</u> after Work is performed, inspected and accepted and all required documentation and reports are received in a format acceptable to the City.

3.3.2 Invoices shall include the following information:

- Contractor name and address

- Date of Work
- City PO number
- Work order form
- Invoices for any materials purchased for each project plus the material upcharge (not to exceed 10%)
- Description of items and/or Work
- Quantity of items and/or Work
- Who performed the Work, their job classification, number of hours worked, hourly labor rate and total labor rate charged
- Unit price
- Extended price
- The total amount being invoiced
- The Project Number / Contract Number (RFB #PUR0321-261)

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

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

a) In a pdf format via e-mail to: accountspayable@cedar-rapids.org
or
b) Via US mail to: City of Cedar Rapids, Finance Department – Accounts Payable,
101 First Street SE, PO Box 2148, Cedar Rapids, IA 52406-2148.

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

a) Work that is defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Contractor;
b) Damage for which Contractor is liable under the Contract;
c) Valid liens or claims of lien;
d) Valid claims of Subcontractors or other persons;
e) Delay in the progress or completion of the Work;
f) Inability of Contractor to complete the Work;
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 Treatment of Documents and Records

3.4.1 Ownership

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

3.4.2 Confidentiality

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

3.4.3 Disposal

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

a) comply with any retention requirements of the agreement, and

b) be in a manner such that documents or information in the Documents is unable to be read, interpreted, reproduced, copied or duplicated in any fashion.

3.4.4 Access/Retention

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

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

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

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

3.6 Expenditure of Service

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

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

SECTION 4.0 – SCOPE OF WORK, SPECIFICATIONS

4.1 Background - The City of Cedar Rapids is seeking bids from qualified Contractors for start-up and shut-down irrigation services and as-needed repairs for various City irrigation systems.

4.2 Scope of Work

4.2.1 The City has irrigation systems installed at various locations. This Request for Bid is for start-up and shut-down services and as-needed repairs at these locations. If needed, the purchase of new irrigation systems will be bid separately.

4.2.2 Start-up and shut-down services include turning on the water, performing backflow prevention checks and checking all lines and heads. Pricing for this service is a firm fixed price per location. The firm fixed price shall include all labor, materials, equipment, overhead, office and vehicle expenses, etc.

4.2.3 Any equipment that is identified during the start-up and shut-down services as needing repair or replacement shall be provided, in writing, to the Site Based Administrator, and shall be approved by the Site Based Administrator through a Work Order Form (Attachment D) prior to starting any work. All repair pricing shall be based on all-inclusive hourly rates by labor classification and equipment (See Attachment C).

4.2.4 Services to be performed include, but are not limited to:

a) Spring start-up
b) Fall shut-down
c) Irrigation head adjustment, repair and/or replacement
d) Irrigation main and auxiliary line, swing joint, etc. repair and/or replacement
e) Controller, valve box, zone wiring, quick coupler maintenance, repair and/or replacement
f) Addition of zones, heads or quick couplers to existing systems
g) Annual backflow checks
h) Trouble shooting

4.2.5 Contractor shall respond to requests within 24 hours and shall schedule the work to begin within 5 days for minor repairs or 3 days for major repairs. The timeline may be extended upon written confirmation from the Site Based Administrator.

4.2.6 Contractor shall replace equipment with the same manufacturer's equipment as is currently installed. The City reserves the right to provide equipment for Contractor's use if it is deemed in the best interests of the City.

4.2.7 Contractor shall have a minimum of 5 years experience with systems similar in size and scope.

4.2.8 Repairs to Site

Contractor is responsible for the general site clean up of the area and to restore the site to an acceptable condition. This may require the addition of topsoil and grass seed or sod to create a safe and acceptable appearance to the Site Based Administrator's satisfaction.

4.3 Work Orders

4.3.1 All repair work requested by the Site Based Administrator shall be issued on a work order form. See Attachment D.

4.3.2 The Site Based Administrator or designee shall complete the Work Order Form with the scope of the project and give it to the Contractor.

4.3.3 Contractor shall provide a not-to-exceed price for the project and include a detailed breakdown of the cost, including estimated hours of work, job classification, hourly rate, detailed equipment list, equipment costs, detailed material list, detailed material costs, delivery schedules, etc. Pricing shall be from the Bid Pricing Submittal Form, Attachment C.

4.3.4 When reporting to the job site for repairs, Contractor shall have all necessary equipment, supplies and parts to handle the scope of the repair.

4.3.5 Upon completion of the project, Contractor shall provide the Site Based Administrator with the final breakdown of all costs associated with the project. Contractor shall invoice for the actual hours work, not the estimate. The project cost shall not exceed the price stated on the Work Order Form.

4.4 Parks & Recreation Department

4.4.1 The following sites shall have annual start-up and shut-down services and repairs performed by the Contractor.

a) McGrath Amphitheater, 475 First Street SW – Hunter system
b) Amphitheater Festival Grounds, (bordered by H Street and 8th Avenue SW) – Hunter system

4.4.2 At the direction of the Site Based Administrator, the following sites may have start-up and shut-down services provided either by City staff or the Contractor. Contractor shall perform all repairs.

a) Tait-Cummins Softball Complex, 3000 C Street SW – Hunter system
b) Bever Park, 2700 Bever Avenue SE – Hunter system
c) Green Square Park, 400 4th Avenue SE – Hunter system
d) Noelridge Park Flower Garden Turf, 4900 Council Street NE – Rainbird system
e) Noelridge Pool, 1248 42nd Street NE – Hunter system
f) Cherry Hill Pool, 341 Stoney Point Road NW – Hunter system
g) Shakespeare Gardens in Ellis Park, 916 Ellis Blvd NW – Hunter system
h) Five Seasons Plaza, First Street East (north of First Avenue) – Hunter system
i) Riverfront Parks, First Street West (north of First Avenue, south of First Avenue) – Hunter system
j) Tuma Sports Complex, 3239 C Ave Extension (north of County Home Road) – Soccer fields are Rainbird systems; football fields are Hunter systems

4.4.3 The Site Based Administrator is Brent Neighbor, Parks Superintendent, (319) 286-5768

4.5 Facilities Maintenance Services

4.5.1 The following sites shall have annual start-up and shut-down services and repairs performed by the Contractor.

a) Police Department, 505 First Street SW – Hunter system
b) City Hall, 101 First Street SE – Hunter system
c) Cedar Rapids Public Library, 450 5th Ave SE (rooftop garden, no irrigation heads, only dripzones) – Rainbird controller

4.5.2 The Site Based Administrator is Jim Gugeler, Facilities Maintenance, (319) 286-5863

4.6 Streets Division

4.6.1 The following sites shall have annual start-up and shut-down services and repairs performed by the Contractor.

a) Kirkwood Roundabout, south of 76th Ave SW
b) Collin Road, landscaped median from Twixt Town Road to the second planted bed to the west

4.6.2 The Site Based Administrator is Rory Smith, Streets Division, (319) 521-5765

4.7 Contract Administrator - Site Based Administrator

4.7.1 The Contract Administrator will be Heather Mell, CPPB, Purchasing Agent for the City of Cedar Rapids. During the term of the contract, should a 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.

4.7.2 Site Based Administrators are:

a) Brent Neighbor, Parks Superintendent, (319) 286-5768
b) Jim Gugeler, Facilities Maintenance, (319) 286-5863
c) Rory Smith, Streets Division, (319) 521-5765

4.8 Additions/Deletions of Service

The City reserves the right to add and/or delete services during the term of the Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionately, in accordance with the bid price to the amount of service reduced. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the City.

4.9 Contractors Employees

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

4.10 Site Visits

All interested proposers are strongly encouraged to visit the City facilities in order to familiarize themselves with all conditions that may affect the time or cost of performance. These visits are to be made by appointment only by contacting the Site Based Administrators listed in 4.7.2 above. Site visits shall be made only March 25 and 26, 2021. The City is inviting all interested bidders to do this so it will not be necessary later on to make a subsequent claim or request a contract modification because of facts not known when the bid was submitted. The purpose of this site visit is only to become aware of conditions of existing equipment and is NOT to be used in any way as a sales call. **All questions regarding the bid must be directed to the Purchasing Services Division**. **Masks and social distancing required.**

4.11 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. Failure to assist the City of Cedar Rapids in this area may be just cause for rejection.

4.12 Safety

4.12.1 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 Contractor from damage, which might be done or caused by work performed under the 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. Contractor 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.

4.12.2 Contractor shall exercise the utmost care when working in City facilities. The Contractor shall be responsible for, and indemnify and hold the City harmless from all damage to the facility that may occur during this project. Any damage that may occur shall be reported to the City immediately. The City may direct the Contractor to undertake immediate and reasonable steps to repair and remediate any damage. The Contractor shall maintain a written log describing all property damage reports, and the Contractor's activities to repair and remediate. This log shall include the dates for each damage report, pictures, contact information and resolution. If property damaged by the Contractor is not repaired or remediated in a timely basis as directed by the City, and to the satisfaction of the City, the City may, at its option, have the damage repaired at the Contractor's expense to be reimbursed to the City.

4.13 Tools and Equipment

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

4.14 Underground Utility Locates

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

4.15 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.

4.16 Workmanship, Materials & Equipment

Unless otherwise provided in the contract requirements and specification, the Contractor shall furnish all labor, materials and equipment for satisfactory contract performance. When not specifically identified in the specifications, such materials and equipment shall be of suitable type and grade for the purpose.

---------- 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;
- Past experience and service provided by Bidder;
- Favorable references from firms with projects of similar scopes that indicate that the Bidder has the ability to carry out the Work and provide the products specified;
- Strength of company's safety program and history.

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

5.6 Buy Local Program

The Cedar Rapids City Council has passed a resolution adopting a Buy Local Program for the procurement of goods and/or Services by competitive bid or proposal. Preference shall be applied to acceptable bids or proposals from businesses located within Linn County who have submitted a notarized Local Business Certificate. An additional 2% preference will be given for Certified Small Businesses within Linn County, Iowa who are registered with the Iowa Economic Development Targeted Small Business Program as a **Service Disabled Veteran Owned Small Business, Persons with Disabilities, Minority Owned Small Business or Woman Owned Small Business**. See Attachment C for details. If your company is already registered, or if this does not apply to your business, do not complete the form.

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

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 Required Insurance – Attachment C
3. Bid Pricing Submittal Form – Attachment C
4. Bid Signature Page – Attachment C
5. Local Business Certificate, if applicable – 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

SAFETY DATA SHEETS - The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Cedar Rapids. City of Cedar Rapids employees

shall not accept a shipment of any chemical that does not have a SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

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

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

SUSPENSIONS AND DEBARMENT - The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Cedar Rapids or the State of Iowa.

TAXES - The City of Cedar Rapids is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made. The Cedar Rapids Tax ID number is 42-6004336.

TERMINATION OF CONTRACT FOR CONVENIENCE - The City may terminate the Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

TERMINATION FOR CAUSE AND DEFAULT - If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the terms or conditions of the Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all completed Work, reports, and delivered materials shall, at the option of the City, become its property, and the Contractor shall be entitled to receive compensation for any satisfactory Work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the Contract by the Contractor and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City are determined.

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

WARRANTIES - 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 ENDORSEMENT is to be added to the General Liability Policy. Copies of the endorsement are to be produced with the certificate.

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 Citywide Irrigation Services and Repairs, RFB#PUR0321-261, 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 (h.mell@cedar-rapids.org), fax (888-815-3659), mail or delivery to the attention of Heather Mell.

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

ATTACHMENT C

BID SUBMITTAL FORMS

For

CITYWIDE IRRIGATION SERVICES AND REPAIR

RFB #PUR0321-261

FORM NAME	Page
General Company Information Form……	21
Certification Regarding Ability to Obtain Required Insurance……..	22
Bid Pricing Submittal Form……	23
Signature Page Form……..	25
Buy Local Packet (submit only if applicable)……..	26

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

Contractor shall submit **firm fixed prices** as requested below. The prices shall include mileage, insurance, gas, maintenance, labor, administrative costs, office and warehouse costs, equipment, mobilization, demobilization and all other expenses necessary to complete the referenced project according to "normal" industry standards per the specifications, exclusive of all taxes. Payment for the services rendered shall be based on the firm fixed unit prices for the actual quantities of hours and equipment.

Start-up and Shut-down Services

Start-up and shut-down services include turning on the water, performing backflow prevention checks and checking all lines and heads. Pricing for this service is a firm fixed price per location. The firm fixed price shall include all labor, materials, equipment, overhead, office and vehicle expenses, etc.

FIRM FIXED PRICE – The following start-up and shut-down services are firm fixed prices. No other charges will be allowed.	
Contractor shall perform the following services on an annual basis	Firm Fixed Price
Spring start-up services at McGrath Amphitheater and festival grounds	$
Fall shut-down services at McGrath Amphitheater and festival grounds	$
Spring start-up services at the Police Department	$
Fall shut-down services at the Police Department	$
Spring start-up services at City Hall	$
Fall shut-down services at City Hall	$
Spring start-up services at the Cedar Rapids Public Library	$
Fall shut-down services at the Cedar Rapids Public Library	$
Spring start-up services at Kirkwood Roundabout	$
Fall shut-down services at Kirkwood Roundabout	$
Spring start-up services at Collins Road	$
Fall shut-down services at Collins Road	$
Contractor shall perform the following services only at the direction of the Site Based Administrator	
Spring start-up services at Tait-Cummins Softball Complex (if assigned)	$
Fall shut-down services at Tait-Cummins Softball Complex (if assigned)	$
Spring start-up services at Bever Park (if assigned)	$
Fall shut-down services at Bever Park (if assigned)	$
Spring start-up services at Green Square Park (if assigned)	$
Fall shut-down services at Green Square Park (if assigned)	$
Spring start-up services at Noelridge Park Flower Garden Turf (if assigned)	$
Fall shut-down services at Noelridge Park Flower Garden Turf (if assigned)	$
Spring start-up services at Noelridge Pool (if assigned)	$
Fall shut-down services at Noelridge Pool (if assigned)	$
Spring start-up services at Cherry Hill Pool (if assigned)	$
Fall shut-down services at Cherry Hill Pool (if assigned)	$
Spring start-up services at Shakespeare Gardens (if assigned)	$
Fall shut-down services at Shakespeare Gardens (if assigned)	$
Spring start-up services at Five Seasons Plaza (if assigned)	$
Fall shut-down services at Five Seasons Plaza (if assigned)	$
Spring start-up services at Riverfront Parks (if assigned)	$
Fall shut-down services at Riverfront Parks (if assigned)	$
Spring start-up services at Tuma Soccer Complex (if assigned)	$
Fall shut-down services at Tuma Soccer Complex (if assigned)	$

Name of Company: _____

Repair Services

Any repair or replacement Work shall be identified by the Site Based Administrator through a Work Order Form prior to the start of any Work. All repair pricing shall be based on all-inclusive hourly rates by labor classification and equipment.

FOR REPAIRS ONLY	
Labor Classification	All Inclusive Hourly Rate
Technician	$
Supervisor	$
List any additional labor classifications below:	
	$
	$
Equipment	Firm Fixed Hourly Rate
List any equipment you might use and the hourly rate:	
	$
	$
	$
	$
Parts	
Percentage mark-up for parts (maximum 10%)	%

Will you respond to requests for repair or services within 24 hours ☐ Yes ☐ No

If no, how long? _____

Will you schedule the work to begin within 3 days of request for minor repairs ☐ Yes ☐ No

If no, how long? _____

Will you schedule the work to begin within 5 days of request for major repairs ☐ Yes ☐ No

If no, how long? _____

Are you a Certified Irrigation Contractor ☐ Yes ☐ No

Are you certified to perform backflow checks? ☐ Yes ☐ No

Name of Company: _____

Authorized Signature: _____

Date: _____

SIGNATURE PAGE FORM

The undersigned, having examined these documents and having full knowledge of the condition under which the Work described herein must be performed, hereby proposes fulfillment of the obligations contained herein in accordance with all insurance documents, instructions, terms, conditions, and specifications set forth; and that all required Work 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.

BUY LOCAL PACKET

The Cedar Rapids City Council adopted the Buy Local Purchasing Policy through City Council Resolution No. 1239-10-10.

1. Who is local?

   a. Businesses located within Linn County, Iowa who have paid Linn County property taxes on a plant, office or store occupied by the business for the past year; or

   b. Businesses located within Linn County, Iowa who have paid rent for the past year to a landlord or owner who has paid Linn County property taxes for the past year on the plant, office or store occupied by the business.

2. How do I apply for local preference status?

   a. Complete a "Local Business Certificate". (See page 3 of this packet)

   b. Mail the notarized, completed certificate to:
   City of Cedar Rapids – Purchasing Division
   101 First Street SE
   Cedar Rapids, IA 52401

3. After I return the notarized certificate, how do I know if my business is on the list?

   A list of certified businesses can be viewed on the City's website:
   http://www.cedar-rapids.org/local_government/departments_g_-_v/purchasing_services/buy_local.php
   Please allow up to 10 days for processing of the certificate before the business is listed.

4. Will the local preference policy be applied to all purchases for goods and services?

   No, the following types of purchases are excluded:
   a. Purchases subject to the competitive laws of the State of Iowa
   b. Purchases subject to federal, state or county grant stipulations
   c. Purchases from the State of Iowa or other national contracts
   d. Sole source purchases

5. Do you have questions or feedback about the Buy Local Program?

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

6. If I work out of my home, and my home is in Linn County, am I eligible to become a certified local business?
   In order to qualify as local business your business must pay commercial property taxes related to the business being certified as local business. Residential property taxes paid for a home business do not qualify for the buy local certification.

7. How does the Buy Local Program work?

Preference shall be applied to acceptable quotes, bids and proposals greater than $1,000 from businesses within Linn County, Iowa who have submitted a notarized "Local Business Certificate".

Example A: Preference shall be given in the procurement of goods and/or services by bid or quote when a local vendor's bid or quote exceeds the acceptable low bid by no more than:
10% for bids less than $25,000
5% for bids equal to or greater than $25,000 but less than $200,000
1% for bids equal to or greater than $200,000

Bid Tabulation for a 20' Enclosed Trailer			
	Vendor A	Vendor B	Vendor C
	Marion, IA	Des Moines, IA	Davenport, IA
BID PRICE	$ 15,147.99	$ 14,770.55	$ 18,250.00

- This bid is less than $25,000 so the preference is 10%
- Vendor B submitted the lowest bid of $14,770.55
- Vendor B is not a local business
- Vendor A submitted the next lowest bid of $15,147.99
- Vendor A is a certified local business
- $15,147.99 - $14,770.55 = $377.44 / 14,770.55 = 2.56%
- The difference between the two bids is 2.56% which is within 10% so the local preference applies
- The bid is awarded to the local vendor, Vendor A for $15,147.99

Example B: Preference shall be given in the procurement of goods and/or services by Request for Proposal (RFP) by awarding additional points to the evaluation scores of proposals received from certified local businesses as follows:
10% of all available points for proposals less than $25,000
5% of all available points for proposals equal to or greater than $25,000 but less than $200,000
1% of all available points for proposals equal to or greater than $200,000

Proposal Summary			
	Vendor A	Vendor B	Vendor C
	Iowa City, IA	Cedar Rapids, IA	Hiawatha, IA
Points	976.7	723	636.8
Points for Local Preference	0	50	50
TOTAL POINTS	976.7	773	686.8

- This proposal is greater than $25,000 but less than $200,000 so the preference is 5%
- The total available points are 1,000 (5% of 1,000 points = 50 points)
- The proposal received from Vendor A was given 976.7 points by the evaluation team
- Vendor B and Vendor C each received 50 additional points per the local preference policy
- After the additional points were applied, Vendor A remained the highest ranked proposal
- Local preference did not change the award in this case

STATEMENT OF POLICY

CITY OF CEDAR RAPIDS
LOCAL BUSINESS CERTIFICATE

Pursuant to Cedar Rapids City Council Resolution 1239-10-10, in conducting the procurement of goods and/or services by competitive solicitation, the City of Cedar Rapids shall give preference to a responsive bid or proposal from a business located within the limits of Linn County, Iowa over an acceptable bid or proposal submitted by a business located outside of Linn County.

Preference shall be given in conducting procurement of goods and/or services by bid or quote when a local bidder's bid or quote exceeds the acceptable low bid by no more than:

- 10% for bids less than $25,000
- 5% for bids equal to or greater than $25,000 but less than $200,000
- 1% for bids equal to or greater than $200,000

Preference shall be given in conducting procurement of goods and/or services by request for proposal by awarding additional points to each proposal where the business is located in Linn County as follows:

- 10% of all available points for proposals less than $25,000
- 5% of all available points for proposals equal to or greater than $25,000 and less than $200,000
- 1% of all available points for proposals equal to or greater than $200,000

The local preference is not applicable to goods and services purchased with the assistance of federal, state or county grants or funds, or pursuant to the competitive laws of the State of Iowa.

WRITTEN STATEMENT REQUESTING LOCAL BUSINESS STATUS

I, _____, am an authorized representative of _____ (name of business) and on behalf of the business request that it be deemed to be a local business for purposes of the City of Cedar Rapids "Buy Local" program. Answering yes to question 1 and either question 2 or 3 listed below will qualify the business as a local business. In support of this request I certify the following information as being true and correct:

Name of Business: _____		
(1) Is your business located within the limits of Linn County, Iowa?	☐ Yes ☐ No	No. of Years: _____
(2) Did your business pay Linn County property taxes on a plant, office or store occupied by the business for the past year?	☐ Yes ☐ No	Street address of property: _____ Is this your home residence? ☐ Yes ☐ No If yes, see page 1, #6
(3) Did your business pay rent for the past year to a landlord or owner who has paid Linn County property taxes for the past year on a plant, office or store occupied by your business?	☐ Yes ☐ No	Street address of property: _____ Is this your home residence? ☐ Yes ☐ No If yes, see page 1, #6

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

Signature _____ Title _____ Date _____

Address _____ City/State _____ Zip _____

Phone _____ Email _____ County _____

Subscribed and sworn to this _____ day of _____, 20____ before the undersigned Notary Public.

_____ NOTARY PUBLIC, STATE OF IOWA

To confirm your status, check the certified local business list which is posted on the City's website:
http://www.cedar-rapids.org/local_government/departments_g_-_v/purchasing_services/buy_local.php.
Questions about the Buy Local program may be emailed to buylocal@cedar-rapids.org.

Mail the notarized, completed certificate to →→→ City of Cedar Rapids – Purchasing Division
101 First Street SE
Cedar Rapids, IA 52401

Internal Use Only:
Vendor ID: _____ Vendor Location ID: _____ Updated by: _____

STATEMENT OF POLICY **CITY OF CEDAR RAPIDS SMALL BUSINESS CERTIFICATE**

On August 8, 2017, the City Council approved Resolution No. 1048-08-17 to amend the Purchasing Manual to include an additional preference for Certified Small Businesses within Linn County, Iowa. The business must be registered with the Iowa Economic Development Targeted Small Business Program as a **Service Disabled Veteran Owned Small Business, Persons with Disabilities, Minority Owned Small Business or Woman Owned Small Business**.

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

1. Completed, approved, notarized Local Business Certificate on file with the City of Cedar Rapids Finance Department (see pages 1-3);
2. Completed, approved, notarized Small Business Certificate on file with the City of Cedar Rapids Finance Department (see page 4); and
3. Be registered with the Iowa Economic Development Targeted Small Business Program.

The preference is not applicable to sole source purchases, goods and services purchased with the assistance of federal, state or county grants or funds, or pursuant to the competitive laws of the State of Iowa.

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

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

WRITTEN STATEMENT REQUESTING SMALL BUSINESS STATUS

I, _____, am an authorized representative of _____ (name of business) and on behalf of the business request that it be deemed to be a small business for purposes of the City of Cedar Rapids "Buy Local" program. In support of this request I certify the following information as being true and correct:

Name of Business: _____	
Does your company have an active registration with the Iowa Economic Development Targeted Small Business Program	☐ Yes ☐ No
Under which designation is your company registered	☐ Service Disabled Veteran Owned Small Business ☐ Persons with Disabilities ☐ Minority Owned Small Business ☐ Woman Owned Small Business

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

Signature _____ Title _____ Date _____

Address _____ City/State _____ Zip _____

Phone _____ Email _____

Subscribed and sworn to this _____ day of _____, 20____ before the undersigned Notary Public.

_____ NOTARY PUBLIC, STATE OF IOWA

Mail the notarized, completed certificate to →→→ City of Cedar Rapids – Purchasing Division
101 First Street SE Cedar Rapids, IA 52401

Internal Use Only:
Vendor ID: _____ Vendor Location ID: _____ Updated by: _____

ATTACHMENT D

WORK ORDER FORM
PURSUANT TO CONTRACT #PUR0219-173 BETWEEN
THE CITY OF CEDAR RAPIDS
AND CONTRACTOR

Date: _____

Work Order Number _____ Purchase Order Number, if applicable _____

Project Location and Address _____

Commencement Date _____ Completion Date _____

Project Description: _____

_____

_____

Scope of Services: _____

_____

_____

_____

_____

_____

NOT TO EXCEED COST ESTIMATE: ** $

**** Contractor shall attach an itemized cost summary, to include estimated labor hours and materials**

Bill to: _____

_____

Contractor agrees to perform the services above and on the attached forms (if applicable) in accordance with the terms and conditions contained and incorporated in the Contract documents. In the event of a conflict between ambiguity in the terms of the contract documents and this work order, the Contract document shall control. Actual travel time to and from the worksite is not reimbursable under the Contract.

Contractor, Authorized Signature: Date:

_____ _____

The purchase order will be the document that authorizes this work to begin

City of Cedar Rapids Contact Name: _____
Phone: _____
Email: _____