CITY OF IOWA CITY

410 E. Washington St., Iowa City, Iowa 52240-1826 319-356-5000

REQUEST FOR BID – THIS IS NOT AN ORDER

STATE BELOW THE PRICE AND DELIVERY FOR ITEMS DESCRIBED HEREIN, BASED ON THE SPECIFICATIONS, TERMS AND CONDITIONS CONTAINED HEREIN.

SUBMIT BID TO THE CITY CLERK AT THE ADDRESS BELOW, BY THE TIME AND DATE SPECIFIED, IN A SEALED ENVELOPE CLEARLY MARKED WITH BID#, AS NOTED BELOW.

NO EMAILED OR FAXED BIDS ACCEPTED.

DATE:	January 19, 2017
BID#:	**17-239, Purchase One (1) Ten Foot Aluminum Van Body with Rail Gate**
BID DUE / OPENING:	**February 3, 2017 11:00 a.m. (local time),** Helling Conference Room, City Hall, 410 E. Washington Street, Iowa City, IA
DELIVERY ON OR BEFORE:	Twenty (20) working days after receipt of chassis
F.O.B. DESTINATION:	City of Iowa City Equipment Division, 1200 S. Riverside Drive, Iowa City, IA 52246

COST SUMMARY:

1. YEAR/MAKE/MODEL: _____

2. COST: **TOTAL**

Outright Purchase: $_____

3. DELIVERY: If awarded the contract of the above bid, we agree to deliver equipment on or before _____.

if formal order to proceed is received by _____.

Name of Firm: _____

Address: _____

Name & Title of Representative: _____

Signature of Representative: _____

E-Mail Address: _____ Web Site Address: www. _____

Date Signed: _____ Date Bid Expires: _____ Phone No. _____ Fax No. _____

Dan Striegel
Equipment Superintendent

Submit Bid to: **City of Iowa City**
Attn: City Clerk
Bid #17-239
410 East Washington St., Room 140
Iowa City, IA 52240-1826

SECTION I. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS BID
BID #17-239, PURCHASE ONE (1) TEN FOOT ALUMINUM VAN BODY WITH RAIL GATE

A. Scope of Contract:

The City of Iowa City intends to purchase ONE (1) NEW AND UNUSED CURRENT MODEL YEAR TEN FOOT ALUMINUM VAN BODY WITH RAIL GATE to be used by the Recreation Division per the terms and conditions and minimum specifications described herein. The City of Iowa City will provide the cab and chassis and the vendor will be responsible for mounting the van body and rail gate. All transportation, installation and delivery charges shall be included in the bid price. The SPECIFIC CONDITIONS AND INSTRUCTIONS FOR THIS BID in Section I and the DETAILED SPECIFICATIONS in Section II clarify this specific document but are in addition to the GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS in Section IV.

The City reserves the right to consider not only the bid price but also the ability of the vendor to provide service and parts for the vehicle(s)/equipment.

B. Delivery:

1. The Vendor shall coordinate delivery with the Equipment Superintendent.

2. Delivery of the new vehicle(s)/equipment, including mounting the body and rail gate on the new City provided cab and chassis truck is required within twenty (20) working days of receipt of cab and chassis, unless another date is mutually agreed upon. Anticipated delivery of the new cab and chassis truck from the dealer is April, 2017. Vehicle(s)/equipment shall be completely operational and ready for service when delivered to the City of Iowa City Equipment Division.

3. At the time of delivery, vendor shall certify that the vehicle(s)/equipment meet all applicable State and Federal Motor Safety Vehicle and OSHA Safety Standards.

C. Sale of vehicle(s)/equipment if applicable may be in the form of trade-in or outright sale. Vehicle(s)/equipment will be made available when taken out of service.

D. Bidding Requirements:

1. If any bidder is in doubt as to the intent or meaning of any part of this Request for Bid, the vendor must e-mail the City Representative listed on page four (4) no later than ***January 27*, 4:00 p.m. (local time)**. All questions must be in written form to receive a response.

2. Bidders are not required to bid on all options for their bid to be considered.

3. No bid security will be required.

4. Proposed alternates shall meet the requirements of Sec. IV-C-2, GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS.

5. **The following items must be included in the bidder's submitted bid.** The City reserves the right to reject any bid that does not contain the following items:

    a. Completed and signed COST SUMMARY, Page 1.

b. Completed DETAILED SPECIFICATIONS, Sec. II including signed acknowledgement of review of the Wage Theft Policy included in Section III.

c. Manufacturer's catalogs, specifications sheets, or other literature, giving full detailed information on vehicle(s)/equipment bid. The vehicle(s)/equipment shall be identified in the catalog, specification sheets, or literature by model and number.

d. Manufacturer's warranty literature (engine and power train as well as entire vehicle).

6. The bidder is responsible for all costs related to preparation of this bid.

7. Bidders are required to meet all qualifications and specifications in order to be considered for award.

8. The submission of this bid implies the vendor's acceptance of the terms and conditions of this bid, unless otherwise stated.

9. All costs for manufacturing, shipping and delivery shall be included in the vendor's bid price. Any costs associated with the manufacturing and delivery of the vehicle(s)/equipment not included in the vendor's submitted pricing will be the responsibility of the vendor.

10. The awarded vendor shall provide all necessary labor, materials, equipment, and travel to supply and deliver the vehicle(s)/equipment. This also includes pickup of the City supplied cab and chassis to install the body on.

11. All shipments shall be FOB destination (Equipment Division, 1200 S Riverside Dr., Iowa City, IA 52246).

12. 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 the date and time stated on page 1.

E. Contract Award:

1. The vendor's submitted bid must be complete to be considered for award.

2. Award of this contract will be made to the lowest responsive, responsible bidder whose bid, conforming to the solicitation, will be the most advantageous to the City of Iowa City. Past performance of the bidder and completeness of the bid will be considered for award.

3. The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City of Iowa City reserves the right to accept or reject any or all bids and to waive irregularities or technicalities in any bids when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Bid.

4. It is the intent of the City to make an award, in the form of a Purchase Order, within fourteen (14) working days of the bid opening date.

5. Award, if made, will be in accordance with the terms and conditions herein.

6. Consideration may be given to delivery date, anticipated parts and service, analysis and comparison of vehicle(s)/equipment specifications details, and past experience of the City with similar or related vehicle(s)/equipment.

7. Awarded vendor shall provide training for the operation and maintenance of the unit and all equipment contained on the unit.

8. Awarded vendor will be given the City's contract compliance document to complete and return within thirty (30) calendar days of contract award, if the contract award meets or exceeds $25,000.

F. Specific Conditions and Instructions:

1. **The above conditions and instructions clarify this specific bid document, but are in addition to the attached GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (Sec. IV).**

QUESTIONS:

Detailed Specifications

Dan Striegel
Equipment Superintendent
1200 S. Riverside Drive
Iowa City, IA 52246
dan-striegel@iowa-city.org
(319) 356-5197 (8:00 a.m. – 4:00 p.m.)

Equipment Purchasing

Pam Sinnott
Buyer I, Equipment Division
1200 S. Riverside Drive
Iowa City, IA 52246
pam-sinnott@iowa-city.org
(319) 356-5103 (8:30 a.m. – 2:30 p.m.)

SECTION II. DETAILED SPECIFICATIONS
BID #17-239, PURCHASE ONE (1) TEN FOOT ALUMINUM VAN BODY WITH RAIL GATE

Bidder shall complete every item in these specifications with a check mark to indicate if the item **MEETS**, **EXCEEDS**, or **DOES NOT MEET** specification. Also include a description under **COMMENTS** to indicate any deviation from the specifications OR where additional information is requested.

Bidder shall state any or all exceptions to these specifications. Failure to state exceptions shall indicate compliance with all specifications. Failure to state exceptions when they exist shall result in disqualification of the bid.

	MINIMUM SPECIFICATION	Meets	Does Not meet	Exceeds	Comments
	Van Body				
1.	One Aluminum Van Body with Rail Gate to be mounted on a City provided 2017 Ram Standard Cab 3500 4x4 60 inch CA single-axle cab/chassis with dual rear wheels.				
2.	Inside Length shall be 10 feet. **State length.**				
3.	Outside Width shall be 8 feet. **State width.**				
4.	Inside Height shall be 78 inches. **State height.**				
5.	No side entry doors or cab pass-through required.				
6.	Exterior Walls shall be 0.040 inch aluminum panels, pre-painted white in color.				
7.	Sidewalls shall include high strength extruded aluminum "Z" posts on 16 inch centers.				
8.	Front Wall shall include 7 wall "Z" posts for added strength and durability.				
9.	Roof shall be a one piece 0.032 inch thick aluminum panel with anti-snag roof bows on 24 inch centers.				
10.	Front Roof Radius shall be approximately 12 inches for increased aerodynamics. Roof radius corner castings shall be heavy duty cast aluminum.				
11.	Rear Frame shall be 12 gauge stainless steel; internally and externally reinforced and gusseted at all stress points.				
12.	Rear Roll-up Door shall consist of plastic covered ¾ inch plywood with an 88 inch wide by 72.5 inch high clear opening. Stainless steel rivets and E-coated hardware must be used.				
13.	All External Fasteners shall be aluminum or stainless steel.				
14.	Cross Members shall be 3 inch steel I-beam on 12 inch centers with full steel wheel pan support over wheel area.				
15.	Flooring shall consist of 1-1/8 inch (minimum) high quality laminated domestic hardwood that runs the full length of the body.				

	MINIMUM SPECIFICATION	Meets	Does Not meet	Exceeds	Comments
	Van Body - Continued				
16.	Interior Sidewall Trim shall be 3/8 inch minimum full height premium plywood.				
17.	Interior Front Wall Trim shall be 1/2 inch minimum full height premium plywood.				
18.	One Row of recessed horizontal E-track shall be included on front and side walls at 36 inch on center from floor.				
19.	Scuff Plates on front and side walls shall be 12 inches high, 12 gauge smooth steel. Front scuff plate shall extend below floor, welded to front understructure for maximum front wall strength.				
20.	All Lights and Reflectors shall meet FMVSS#108. LED lighting is required.				
21.	One 12 Volt LED Cargo Light shall be mounted inside the body on the roof with one (1) on/off switch located inside right rear (curbside) of body accessible from ground level. Light shall be wired to an ignition voltage source.				
22.	Body Mounting shall consist of a hardwood isolator, zinc plated u-bolts with steel crush pipes. Must include an ant-shift mounting process.				
23.	Heavy Duty weatherproof undercoating (not paint) shall be applied to entire understructure.				
24.	Rear Mud Flaps shall be included.				
25.	Body shall be manufactured by a nationally recognized firm.				
	Rail Gate				
1.	Rail Gate shall be a Tommy Gate model 89-20 TP37, or equivalent, with a minimum capacity of 2,000 lbs.				
2.	Rail Gate shall have a hydraulic unit enclosed within the main frame. Access panels shall allow for easy servicing.				
3.	Drive System shall consist of heavy duty roller chain (ANSI #50), steel rollers and hydraulic cylinder.				
4.	Rail Gate shall include an above-bed capability to allow the platform to rise above the rail gate main frame to accomodate dock loading.				
5.	Platform shall be constructed of tread plate steel; approximately 89 inches wide by 37 inches deep plus a 6 inch tapered ramp.				
6.	Platform shall include a cam-arm auto close system.				

	MINIMUM SPECIFICATION	Meets	Does Not meet	Exceeds	Comments
	Rail Gate - Continued				
7.	Safety Features shall include a pressure relief valve to prevent overloading, cylinder mounted flow control valves to prevent uncontrolled descent, and safety trip bar.				
8.	Rear LED Lighting (stop, tail, turn, reverse) shall be recessed into the rail gate main frame.				
9.	Fixed Main Control Box shall be located at right rear (curbside) of body.				
10.	Rail Gate shall include a remote pendant control in addition to the fixed control.				
	Warranty				
1.	Minimum Warranty: A minimum of five (5) years parts and labor shall be provided on the aluminum van body components.				
2.	Minimum Warranty: A minimum of one (1) year parts and labor shall be provided on the rail gate components.				
3.	Warranty Literature: Manufacturer's warranty literature shall be included with the bid.				
	Manuals				
1.	Vendor shall supply the following manuals for both the body and rail gate:				
	One (1) owner/operator's manuals.				
	One (1) repair/service/overhaul manual.				
	One (1) electrical wiring diagram to basic vehicle, if not included in service manual.				
	One (1) complete parts manual.				

City of Iowa City Wage Theft Policy

Your firm must carefully review the policy included in Section III of this Request for Bid.. Any objection that your firm has regarding the City of Iowa City Wage Theft policy must be stated in the space provided below. If your firm is in agreement with this policy and is able to uphold the policy, provide a statement in the space provided below.

_____

_____

_____

Company Name: _____

Company Representative: _____

Signature of Representative: _____

Date: _____

E-mail: _____

SECTION III. CITY OF IOWA CITY WAGE THEFT POLICY

It is the policy of the City of Iowa City, as expressed by City Council Resolution No. 15-364 adopted on November 10, 2015, not to enter into certain contracts with, or provide discretionary economic development assistance to, any person or entity (including an owner of more than 25% of the entity) who has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, for a period of five (5) years from the date of the last conviction, entry of plea, administrative finding or admission of guilt. (hereinafter "Wage Theft Policy")

I. **Application.** The Wage Theft Policy applies to the following:

a. Contracts in excess of $25,000 for goods, services or public improvements.

b. Contracts for discretionary economic development assistance. "Discretionary" economic development assistance shall mean any economic development assistance provided by the City of Iowa City that is not required by law.

II. **Exceptions.** The Wage Theft Policy does not apply to emergency purchases of goods and services, emergency construction or public improvement work, sole source contracts excepted by the City's purchasing manual, cooperative/piggyback purchasing or contracts with other governmental entities.

III. **Affidavit. The contracting entity must complete the attached affidavit showing compliance with the Wage Theft Policy and provide it to the Contracting Department prior to the execution of the contract.**

Contract provision: Any contract to which this policy is applicable will include the following contract provision: If the City becomes aware that a person or entity (including an owner of more than 25% of the entity) has admitted guilt or liability or been adjudicated guilty or liable in any judicial or administrative proceeding of committing a repeated or willful violation of the Iowa Wage Payment Collection law, the Iowa Minimum Wage Act, the Federal Fair Labor Standards Act or any comparable state statute or local ordinance, which governs the payment of wages, within the five (5) year period prior to the award or at any time after the award, such violation shall constitute a default under the contract.

IV. **Waivers.** If a person or entity is ineligible to contract with the City as a result of the Wage Theft Policy it may submit a request in writing indicating that one or more of the following actions have been taken:

a. There has been a bona fide change in ownership or control of the ineligible person or entity;

b. Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation(s);

c. Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default; or

d. Other factors that the person or entity believes are relevant.

The City Manager or Designee shall review the documentation submitted, make any inquiries deemed necessary, request additional documentation if warranted and determine whether a reduction in the ineligibility period or waiver is warranted. Should the City Manager or Designee determine that a reduction or waiver of the ineligibility period is warranted the City Manager or Designee shall make such recommendation to the City Council. The City Council will make a final decision as to whether to grant a reduction or waiver.

SECTION IV
CITY OF IOWA CITY – PURCHASING DIVISION
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The general rules and conditions which follow apply to all bids issued by the City unless otherwise specified. Bidders or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so shall be at the bidder's own risk.

Bids and contracts issued by the City of Iowa City shall bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the bid documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.

"**Bid**" as referenced herein shall include all bids, quotations and proposals.

"**Bid date**" as referenced herein shall mean the local date and time specified in the bid documents.

A. CONDITIONS FOR BIDDING

1. **NO CONTACT POLICY**. After the date and time established for receipt of bids by the City, any contact initiated by the bidder or by a City representative, other than the Purchasing Division representative listed herein, concerning this Bid is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from the procurement transaction.

2. **COMPLETENESS/AUTHORIZATION OF BID**. Bidder shall supply all information and submittals required by the bid documents to constitute a proper bid. Bid shall be signed with the firm name and by an authorized agent.

3. **ADDRESSING OF BID**. Unless otherwise specified, faxed or e-mailed bids will not be accepted. Bid shall be submitted in a sealed envelope or box clearly marked on the front with bid number and due date, and unless otherwise specified, addressed to:

   Attn: City Clerk's Office
   City of Iowa City
   410 E. Washington St., RM 140
   Iowa City, Iowa 52240-1826

4. **BID DEADLINE/OPENING**. Bidder shall be responsible for taking whatever measures are necessary to ensure that the bid reaches the office of the City Clerk or otherwise specified agent on or before the local time and date specified. The City shall not be responsible for, and may not consider, any bid delayed in the postal or other delivery service, or in the City's internal mail system, nor any late bid, amendment thereto, or request for withdrawal of bid received after the date specified.

   Bidders and/or their authorized agents may be present if a formal bid opening is held, at which time all bids shall be opened and cost data read aloud.

   A written request for withdrawal of a bid or any part thereof may be granted, provided the request is received by the City prior to specified bid date.

   Bids received after the time and date specified on the request for bid will not be opened and will not be considered for award.

5. **BIDS BINDING 30 DAYS**. Unless otherwise specified, all formal bids submitted shall be binding for thirty (30) calendar days following bid date, unless the bidder(s), at the City's request, agrees to an extension.

6. **TRADE SECRETS OR PROPRIETY INFORMATION**. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld.

7. **BIDS FOR ALL OR PART**. Unless otherwise specified, bidder may restrict his/her bid to consideration in the whole by so stating, but shall name a unit price for each item bid upon; any bid on which the bidder names a total price for all items without quoting a price on each and every separate item may be rejected at the option of the City.

8. **DISCOUNT BIDS**. Discounts may be taken into consideration.

9. **MULTIPLE BIDS**. Bidders may submit more than one bid, provided the additional bid or bids are properly submitted on the bid forms.

10. **COMPETENCY OF BIDDER**. No bid may be accepted from or contract awarded to any person, firm or corporation which is in arrears or in default to the City of Iowa City upon any debt or contract, or has failed to perform faithfully any previous contract with the City. If requested, the bidder shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of this specification and contract documents; such evidence shall be presented within a specified time and to the satisfaction of the City.

11. **COLLUSIVE BIDDING**. The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project, without prior knowledge of competitive prices, and it is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

12. **OFFICERS NOT TO BENEFIT**. Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5

13. **EQUAL EMPLOYMENT OPPORTUNITY**. All bidders are subject to and must comply with the provisions of the City's EEO policy and applicable local, state and federal anti-discrimination laws. All City contractors, subcontractors or consultants with contracts of $25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance Document. Emergency contracts are exempt from this provision.

14. **SAMPLES/LITERATURE REQUIRED**. When required, each bidder shall submit samples and/or catalogs, descriptive literature, detailed drawings, and other information necessary to fully describe the proposed commodity or service.

    Bidder shall bear the cost of and make arrangements for the delivery and removal of samples to the specified location. The City may retain awarded bidder's samples until delivery of contracted commodities and/or service has been completed and accepted. Unsuccessful bidders shall remove samples as soon as possible after bid award. The City shall not be responsible for such samples if not removed by the bidder within thirty (30) calendar days after the award has been made.

15. **BID SUMMARY**. Summary of bid award made will be posted to the City's web-site at www.icgov.org/purchasing-bids or mailed to those bidders who enclose a stamped, self-addressed envelope with their bid.

B. BONDS AND INSURANCE

1. **BID SECURITY**. When required, no bid shall be considered unless accompanied by either of the following forms of bid security:

a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid, or

b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid.

The bid security shall be made payable to the TREASURER OF THE CITY OF IOWA CITY, IOWA, and shall be forfeited to the City of Iowa City as liquidated damages in the event the successful bidder fails to enter into a contract within fourteen (14) calendar days and, when required, post bond satisfactory to the City insuring the faithful performance of the contract and maintenance of said work, if required, pursuant to the provisions of the bid documents and other contract documents. The amount of the check, draft or bond shall not constitute a limitation upon the right of the City of Iowa City, Iowa, to recover for the full amount of such damage.

Security deposits of the lowest two (2) or more bidders may be retained pending contract award or rejection. All other security deposits will be returned promptly.

2. **INSURANCE REQUIREMENTS**. When required, the successful bidder shall provide insurance as follows:

a. Certificate of Insurance; Cancellation or Modification

1. Before commencing work, the Contractor shall submit to the City for approval of a Certificate of Insurance meeting all requirements specified herein, to be in effect for the full contract period.

2. The Contractor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.

3. Cancellation or modification of said policy or policies shall be considered just cause for the City of Iowa City to immediately cancel the contract and/or to halt on the contract, and to withhold payment for any work performed on the contract.

4. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the City.

b. Minimum Coverage

1. Any policy or policies of insurance purchased by the Contractor to satisfy his/her responsibilities under this contract shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Insurance Requirements
Informal Project Specs: Class I (under $1M)

Type of Coverage	Each Occurrence	Aggregate
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	$500,000	$1,000,000
b. Automobile Liability	Combined Single Limit	
(1) Bodily Injury & Property Damage	$500,000	

c. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.

C. SPECIFICATIONS

1. **FORMAL SPECIFICATIONS.** The bidder shall abide by and comply with the true intent of the specifications (not take advantage of any unintentional error or admission). Whenever herein mention is

made of a commodity and/or service to be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

The absence of a written list of deviations submitted with the bid shall hold the bidder strictly accountable to the City and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the commodity and/or service when delivered.

2. **PROPOSED ALTERNATE.** When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the bidder proposes to furnish the commodity and/or service so identified by the City unless the bidder specifically proposes an alternate. In bidding on a proposed alternate, the bidder shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Bidder shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the proposer.

   The City's decision to approve or disapprove of a proposed alternate shall be final.

3. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the bid documents shall be made by addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City web-site www.icgov.org/default/apps/equipment/commodities.asp. Interpretation, corrections or changes of the bid documents made in any other manner shall not be binding, and bidders shall not rely upon such interpretations, corrections or changes. Any addendum shall be issued by the City within a reasonable time prior to the bid date. It is the bidder's responsibility to visit this web-site to insure that they have received all important addenda or revisions to the Invitation to Bid prior to bidding.

D. AWARD OF CONTRACT

1. **AWARD OR REJECTION OF BIDS.** Unless otherwise specified, the contract shall be awarded to the lowest responsible and responsive bidder complying with the provisions of the bid documents, provided the bid price is reasonable and it is in the best interest of the City to accept it. The City reserves the right to reject any and all bids, to accept in whole or in part, to add or delete quantities, to waive any informalities in bids received, and to accept or reject any bid which deviates from specifications when in the best interest of the City. The City also reserves the right to reject the bid of any bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder who, investigation shows, is not in a position to perform the contract.

   In determining a bidder's responsibility, the City may consider the following qualifications, in addition to price:

   - The quality, availability, adaptability and life cycle costing of the commodities and/or service.
   - Guarantees and warranties.
   - Ability, capacity and skill to provide the commodities and/or service required within the specified time.
   - Ability to provide future maintenance and service.
   - Character, integrity, reputation, experience and efficiency.
   - Quality of performance of previous and/or existing contracts.
   - Previous and existing compliance with laws and ordinances relating to contracts with the City and to the bidder's employment practices.
   - Whether the bidder is in arrears to the City, in debt on a contract or is a defaulter on surety to the City.
   - If reasonable doubts arise as to bidder's solvency, the City reserves the right to require financial information sufficient to show solvency and/or require a performance bond.

- Such other relevant information as may be secured by the City.

In determining a bidder's responsiveness, the City shall consider whether the bid conforms in all material respects to the bid documents.

2. **LOCAL PREFERENCE.**

Preference may be given to local businesses or vendors that have a business located within Johnson County. This includes branch operations and franchises. Cost and other considerations being equal, local businesses shall be given first consideration for the purchase of goods or services. A local business or vendor that submits a quote or bid by the established deadline falling within 5% of the lowest bid will have the opportunity to match the lowest price submitted, but only if that price was submitted by a non-local vendor.

In this instance, the City representative responsible for issuing the solicitation will contact the local vendor/business that has fallen within the 5% threshold to request a price match. The business/vendor will have a twenty-four hour period to submit a written price match to the City representative. If more than one local business/vendor meets the criteria above, each local vendor will be given forty-eight hours to submit a lower bid in writing. All revised bids must be at or lower than the original lowest bid. At the close of the forty-eight hour period, the contract will be awarded to the lowest bidder, local or otherwise. In the event of a tie, the local vendor will be awarded the contract. If two or more local vendors tie, the award will be determined by coin flip.

The local preference policy does not apply to Public Improvement projects, goods and services acquired through the Request for Proposal process, or purchases utilizing Federal Transit funds or Federal funding.

3. **STATE OF IOWA RESIDENT BIDDER PREFERENCE**. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes. The Iowa Reciprocal Preference Act (SF 2160) applies to the contract with respect to bidders who are not Iowa residents.

4. **FEDERAL TRANSIT FUNDS**. Purchases utilizing Federal Transit funds are not eligible for local or state purchase consideration.

5. **TIE BIDS**. If two or more bidders submit identical bids and are equally qualified, the City's decision to make award to one or more of such bidders shall be final.

6. **ERRORS IN BID**. Any ambiguity in any bid as a result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions and all conditions of bidding shall be construed in the light most favorable to the City. Any changes that are made to this bid (white out, crossing out, etc.) before submission must be dated and initialed in all areas that a change was made.

7. **CONTRACT AWARD**. A written award in the form of a Purchase Order or other instrument shall result in a binding contract without further action by either party.

E. GENERAL CONTRACT PROVISIONS

1. **INSURANCE/PERFORMANCE BOND**. When required, current Certificate of Insurance and/or Performance Bond in the amounts specified shall be on file with the City before work can commence.

2. **AVAILABILITY OF FUNDS**. A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such commodities and/or service. The City's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.

3. **CHANGE IN LAWS.** In the event of a change in law that frustrates the goals of the City relative to this

contract, the City will be entitled to terminate the contract upon written notification to the vendor without cost or penalty to the City.

4. **CONTRACT ALTERATIONS**. The City reserves the right to make changes to the Goods/Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and agreed to by both the City and the Bidder. The Bidder shall not commence any additional work or change the scope of the Goods/Service until authorized in writing by the City. Bidder shall make no claim for additional compensation in the absence of a prior written approval and amendment of this Agreement executed by both the Bidder and the City. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

5. **SUBLETTING OF CONTRACT**. Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his/her contract or his/her right, title or interest therein, or his/her power to execute such contract, to any other person, firm or corporation, without the prior written consent of the City, but in no case shall such consent relieve the Contractor from his/her obligations, or change the terms of contract.

6. **CONTRACT PERIOD**. Contract shall remain in force for a full period specified and until all commodities and/or services ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:

   a. Extended upon written authorization of the City and accepted by contractor, to permit ordering or unordered balances or additional quantities at contract prices and in accordance with contract terms.

   b. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.

   c. Terminated due to default, as described below.

7. **DEFAULT**. The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. An award may then be made to next low bidder, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Contractor (or his/her surety) shall be liable to the City for cost to the City in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

8. **DELIVERY FAILURES**. Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City.

9. **FORCE MAJEURE**. The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.

10. **NEW GOODS. FRESH STOCK**. All contracts, unless otherwise specified, shall produce new commodities, fresh stock, latest model, design or pack.

11. **PROFESSIONAL WORKMANSHIP**. Professional workmanship shall meet or exceed existing industry standards.

12. **GUARANTEE**. Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her for a minimum period of one (1) year from date of acceptance of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted which in the City's opinion are due to faulty design, installation, workmanship, or materials, the Contractor, upon notification and at his/her expense, shall repair or adjust the equipment or parts to correct the condition or he/she shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as shall be designated by the City as least detrimental to the operation of the City business.

    Regardless of any statement to the contrary, the Contractor agrees that the implied warranty of merchantability and fitness for a specific purpose is not disclaimed.

13. **INDEMNITY**. The Contractor shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or herself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

    Contractor is not, and shall not be deemed to be, an agent or employee of the City of Iowa City.

    Responsibility for Damage Claims - It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and the prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

    Contractor further agrees to:

    a. Save the City its agents and employees harmless from liability of any nature or kind for the use of any copyright or non-copyright composition, secret process, patented or unpatented invention, article, apparatus or appliance including any device or article forming a part of the apparatus or appliance furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, licensee or owner.

    b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

    c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, due to contractor's own work or to the work of other contractors, for which he/she or his/her workers are responsible.

    d. Obtain all Permits and licenses required by City, state, and federal governments and pay all related fees. The Contractor shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.

14. **OSHA REQUIREMENTS**. All commodities and/or service shall satisfactorily comply with applicable OSHA regulations in effect at the time commodities are shipped and/or the service is performed. Material Safety Data Sheets (MSDS) are required in accordance with applicable regulations.

15. **ANTI-DISCRIMINATION**. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.

16. **CHOICE OF LAW AND FORUM**. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any judicial proceeding is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be in the Iowa District Court in and for Johnson County, Iowa City, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation immunity in State or Federal court, which may be available to the City.

F. DELIVERY PROVISIONS

1. **CARTAGE**. All items shall be delivered F.O.B. destination. Delivery costs and charges must be included in the bid unless otherwise stated in the specifications or proposal.

2. **RESPONSIBILITY FOR COMMODITIES AND/OR SERVICE DELIVERED**. The Contractor shall be responsible for any commodities and/or service covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk for rejected commodities and/or service after written notice of rejection. Rejected commodities and/or service shall be removed and/or replaced by and at the expense of the Contractor promptly after written notification of rejection, unless public health and safety require destruction or other disposal of rejected delivery.

   Upon Contractor's failure to do so within thirty (30) calendar days after the date of notification, the City may return the rejected commodities to the Contractor and/or replace services at the Contractor's risk and expense, or the City may dispose of them as its own property.

3. **INSPECTIONS**. Final inspection of commodities and/or service shall be conclusive except as regards latent defects, fraud, or such gross mistakes that amount to fraud. Final inspection and acceptance or rejection of the commodities and/or service shall be made within a reasonable time after delivery, but failure to inspect and accept or reject commodities and/or service shall not impose liability on the City if such commodities and/or service are not in accordance with the specifications. All delivered commodities shall be accepted subject to inspection and physical count.

4. **TIME OF DELIVERY**. Bidders shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposals. If delivery schedules are not provided in the specifications section, deliveries will be accepted between 8:30 a.m. and 3:30 p.m. on weekdays only. No deliveries shall be accepted on Saturdays, Sundays or holidays, unless otherwise authorized.

5. **PACKING SLIPS OR DELIVERY TICKETS**. All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

   - Purchase Order number.
   - Name and Address of Ordering Department/Division.
   - Name of the Contractor.
   - Commodity name.
   - Supplier's stock number.
   - Quantity ordered.

- Quantity and date shipped.
- Quantity back ordered.

Vendors are cautioned that failure to comply with these conditions may be considered sufficient reason for refusal to accept the commodities and/or for delay in payment.

G. PAYMENT PROVISIONS

1. **PAYMENT TERMS**. Payment may be made only after inspection and acceptance by the using department and, when required, approval by the City Council. No partial payments shall be made unless otherwise authorized by the City, or unless commodities were constructed, erected, installed or tested on site, in which case payment shall be made on the basis of a percentage of the value of all work performed less any previous payments. Payment of balances shall be made only after approval and final acceptance by the City.

2. **WITHHOLDING PAYMENT**. Consideration for withholding payment shall include faulty materials, equipment, or workmanship, back orders, and liens that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitations imposed by the Federal Government and State of Iowa shall prevail.

3. **INVOICING**. Following acceptance, payment shall be made within thirty (30) calendar days from receipt of proper invoice. Invoice shall include bid number, purchase order number, department name, dollar amount, and any other pertinent information. Submit invoice to:

   Equipment Division
   City of Iowa City
   City Hall - 410 E. Washington St.
   Iowa City, Iowa 52240

4. **TAXES**. The City of Iowa City is exempt from all Federal, State of Iowa and other states' taxes on the purchase of commodities and services used by the City of Iowa City within the State of Iowa. The Purchasing Division shall provide tax exemption certification to out of state suppliers as required. Out of state taxes imposed on purchases of commodities and/or services which are used within another state are applicable and subject to payment.

3/20/2015