



**CITY OF IOWA CITY**

410 East Washington Street  
Iowa City, Iowa 52240-1826  
(319) 356-5000  
(319) 356-5009 FAX  
www.icgov.org

**DATE:** November 16, 2015

**REQUEST FOR BID: Rebid #16-95, Auxiliary Equipment and Labor to Assist with Snow Removal and Sand Hauling Operations**

**NOTICE TO BIDDERS:** Sealed bids will be received at the Office of the City Clerk, until the time and date specified below:

**ADDRESS BIDS TO:**

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

Bid shall be submitted in a **sealed** envelope or container clearly marked on the front. **“Auxiliary Equipment and Labor to Assist with Snow Removal and Sand Hauling Operations, Rebid #16-95.”**

**QUESTIONS:** All questions, inquiries, requests for public information and clarifications regarding this Request for Bid can be answered by **e-mailing** the following representative. In order to receive a response they must be in written form and be submitted via e-mail no later than, **November 19, 2015, 5:00 p.m. (local time).**

Christine Weinard, Buyer I  
Purchasing Division  
christine-weinard@iowa-city.org

No other City Representative should be contacted regarding this Rebid. Any such unauthorized contact may cause the disqualification of the bidder from the procurement transaction.

**BID OPENING:** The bid opening will occur in the ERP Project Room (Rm. 008, Lower Level), City Hall, 410 E. Washington St., Iowa City, IA 52240.

Bids must be received by the City Clerk's Office no later than **2:30 p.m. (local time), November 23, 2015.**

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder. Similarly, the City is not responsible for, and will not open, any bid responses which are received later than the date and time stated above.

**INSURANCE AND BONDS:** Insurance is required, as specified in Section III-B.  
No bid security or performance bond is required.

**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.

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**SECTION I. BID REQUIREMENTS CHECKLIST**

**DOCUMENTS REQUIRED TO BE SUBMITTED WITH THIS BID**

**(Please review the following checklist to make sure the documents  
and all sections below are included with the submitted bid)**

**Section 1: Completed and Signed Cost Summary and Company Information**

This form must be legibly typed or handwritten, and signed by a representative from your company authorized to bind your company to the terms and condition contained within the Request for Bid document.

**Section 2: References**

The vendor must include at least three (3) current references where the proposed services were provided by the vendor, including name and address of company, name, title, and phone number of contact person. The City of Iowa City **should not** be included as a reference.

**SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS BID****A. SCOPE OF WORK**

The City of Iowa City intends to enter into a contract for Auxiliary Equipment and Labor to assist with Snow Removal and Sand Hauling Operations for the 2015/2016 winter season per the terms, conditions, and specifications included in this Request for Bid document. (Dump trucks must have a minimum capacity of seven (7) cubic yards).

**B. CONTRACT TERM**

1. The term of this contract shall be for the 2015/2016 Winter Season commencing on the date stated on the Contract Purchase Order. No price escalation will be allowed during the term of the contract.
2. This contract may be renewed at the expiration of its term with the mutual consent of the City of Iowa City and the successful vendor. The City and the awarded vendor(s) may renew the original contract for four (4) additional winter seasons by mutual agreement.

**C. BIDDING REQUIREMENTS**

1. Any costs associated with Auxiliary Equipment and Labor (including items used to assist in the removal of snow or the hauling of sand) for the City of Iowa City not specifically set forth in this bid will be the responsibility of the bidder, and will be deemed included in the fees and charges bid herein. No additional costs, including fuel charges, will be paid by the City of Iowa City. The bidder's failure to include all required costs to perform this contract will be the sole responsibility of the bidder.
2. The bidder is responsible for all costs related to the preparation of this bid.
3. The submission of a bid by the vendor implies the vendor's acceptance of the terms and conditions of this bid, unless otherwise stated.
4. The submission of a bid by the vendor implies the vendor's acceptance of the terms and conditions of this bid, unless otherwise stated.
5. Bidders are required to meet all qualifications and specifications of this bid in order to be considered for award.
6. No bid security will be required.
7. The format of the vendor's bid must be consistent with the format of the specifications listed.

**D. CONTRACT AWARD**

1. The City of Iowa 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 bid when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by a vendor to the terms and conditions of the Request for Bid.
2. Award of the contract will be made to the lowest responsive, responsible bidders 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 also be considered for award.
3. Award, if made, will be in accordance with the terms and conditions herein and shall be in the form of a Contract Purchase Order.
4. Any changes to the contract must be approved in writing by the Purchasing Agent and the awarded vendor. The City reserves the right to add similar items/services or delete items/services specified in the contract as

requirements change during the course of the contract. Prices for items/services to be added to the contract will be mutually agreed to by the City and the awarded vendor. A contract amendment will be issued for each addition or deletion.

5. The awarded vendor(s) will be required to submit a current certificate of insurance before a contract purchase order is issued, see Section III-B. The certificate of insurance shall include the following items:
  - The City of Iowa City will be named as additional insured
  - Project bid number and project title as the description
  - Insurance carriers will be noted as A or better by A.M. Best
6. All responsive, responsible bidders will be given the City's **Contract Compliance Document** to complete and return before a contract purchase order will be issued.
7. When in the best interest of the City, the bid may be awarded to two (2) or more vendors. The City is in no way restricted from procuring snow removal or sand hauling services from other vendors when required.
8. Lowest bid and vendor availability will take priority for call out.
9. The awarded vendors shall not assign or transfer its interest in this contract without the written consent of the City.
10. The awarded vendors are not, and shall not be deemed to be, agents or employees of the City of Iowa City, Iowa, but at all times are deemed to be independent contractors.
11. The City reserves the right to terminate this Agreement immediately if the work herein violates any local, state, or federal law or regulation.
12. The City reserves the right to terminate this Agreement if the equipment or labor provided under this contract does not meet or exceed existing industry standards. The awarded vendor will have the right to cure any equipment or service issues within ten (10) calendar days after the City has notified the awarded vendors of the issue. The City will be the only party responsible for making the final determination on the quality of equipment and the service provided.

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

**SECTION III.**  
**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 the 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 vendors, 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 <https://icgov.org/purchasing-bids>

## **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 bidders 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 <https://icgov.org/purchasing-bids>. 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 bidders complying with the provisions of the bid documents, provided the bid prices are reasonable and it is in the best interest of the City to accept them. 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 bidders, 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. This contract shall be governed by the laws of the State of Iowa.
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.** Vendor 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 awarded vendors shall be responsible for any commodities and/or service covered by this contract until they are delivered at the designated point, but the awarded vendors 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 awarded vendor promptly after written notification of rejection, unless public health and safety require destruction or other disposal of rejected delivery.

Upon awarded vendor'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 awarded vendor'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:

City of Iowa City  
Attn: Chris Weinard  
Purchasing Division  
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.

**SECTION IV. COST SUMMARY AND COMPANY INFORMATION**

**Auxiliary Equipment and Labor to Assist Snow Removal and Sand Hauling Operations**

PERSON TO NOTIFY \_\_\_\_\_ TELEPHONE \_\_\_\_\_  
 (Please Print)

1ST ALT \_\_\_\_\_ TELEPHONE \_\_\_\_\_

2ND ALT \_\_\_\_\_ TELEPHONE \_\_\_\_\_

EQUIPMENT TYPE	# OF UNITS AVAILABLE WITHIN 24 HOURS	COST PER HOUR WITH OPERATOR	MINIMUM CHARGE WITH OPERATOR
Dump Truck <b>7 cu. yd. Minimum Dump Body</b>			

**Certificate of Insurance must be submitted before work commences and must include the following:**

- **The City of Iowa City as an additional insured**
- **Bid number and title**
- **Insurance carriers will be rated as A or better by A.M. Best**

Please provide the following information regarding the designated person(s) who can be contacted for information during the period of bid evaluation and for prompt contract administration upon award of the contract. Provide the following information:

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

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

The undersigned bidder agrees to supply the goods and service, in accordance with the attached specifications, terms, and conditions.

Any Exceptions or Deviations that your company may have to this Request for Bid document must be stated. If your company has no exceptions or deviations, please clarify that there are “No Exceptions.” If you state no exceptions, you may not add your company’s terms and conditions or any other unsolicited documents to your submitted bid.

The company shall identify any relationship that has existed, or presently exists with the City of Iowa City and its staff that may interfere with fair competition or may be a possible conflict of interest for either party. **If no relationship has existed or does not presently exist, the company must make this statement in the submitted bid (companies are subject to disqualification on the basis of any potential for conflict of interest as determined by the City of Iowa City).**

List any and all liens or unsatisfied judgments presently existing against your company. If your company has no liens or unsatisfied judgments you must state this, also.

The undersigned bidder, having examined and determined the scope of this Request for Bid, hereby proposes to provide the required labor, materials, services, equipment and travel to perform the work as described in the bid documents and to do all work at the prices set forth within.

The undersigned bidder states that this bid is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's bid and the bid prepared by the City of Iowa City, the City's Request for Bid shall prevail.

The undersigned bidder certifies that this bid is made in good faith and without collusion or connection with any other person or persons bidding on the project.

**AUTHORIZED SIGNATURE:**

**No ink stamps will be accepted. The information below must be typed or legibly handwritten.**

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

Authorized Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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