



## **PUR0621-321**

### **Replace Fuel Tanks**

Issue Date: 6/10/2021

Questions Deadline: 6/29/2021 03:00 PM (CT)

Response Deadline: 7/9/2021 03:00 PM (CT)

Purchasing

### **Contact Information**

Contact: Ann Baker

Address: Purchasing Services

City Hall

101 First Street SE

Cedar Rapids, IA 52401

Phone: (319) 286-5022

Email: [a.baker@cedar-rapids.org](mailto:a.baker@cedar-rapids.org)

## Event Information

Number: PUR0621-321  
Title: Replace Fuel Tanks  
Type: Request for Bid  
Issue Date: 6/10/2021  
Question Deadline: 6/29/2021 03:00 PM (CT)  
Response Deadline: 7/9/2021 03:00 PM (CT)  
Notes:

Notice of Request for Bid

Notice is hereby given that sealed bids will be received electronically before 3:00 PM on Friday, June 9, 2021 for Replace Fuel Tanks as requested by the City of Cedar Rapids Fleet Services Division.

The City is not responsible for delays occasioned by any means of delivery employed by the Bidder.

Bids will be opened on Friday, June 9, 2021 at 3:00 pm CDT (our clock).

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 Bids may be withdrawn any time prior to the scheduled closing time for receipt of bids; no bid may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

## Billing Information

Address: Accounts Payable  
PO Box 2148  
Cedar Rapids, IA 52406-2148  
Email: [accountspayable@cedar-rapids.org](mailto:accountspayable@cedar-rapids.org)

## Bid Activities

### Site Visits

6/17/2021 10:00:00 AM (CT)

All interested bidders are strongly encouraged to visit the City facilities in order to familiarize themselves with all conditions that may affect the time or cost of performance. These visits are to be made prior to the deadline for questions (by appointment only by contacting Tina Wickman, Fleet Administrator at [t.wickman@cedar-rapids.org](mailto:t.wickman@cedar-rapids.org) or 319-286-5866). The City is inviting all interested bidders to do this so it will not be necessary later on to make a subsequent claim or request a contract modification because of facts not known when the bid was submitted. The purpose of this site visit is only to become aware of conditions of existing equipment and is NOT to be used in any way as a sales call. All questions regarding the bid must be directed to the Purchasing Services Division.

**A mask must be worn and social distance of at least 6 feet must be maintained.**

## Bid Attachments

### Scope of Work at Bever Park Fuel Site.docx

[Download](#)

Scope of Work Bever Park

## Scope of Work at Ellis Golf Fuel Site.docx

[Download](#)

Scope of Work at Ellis Golf Fuel Site

## Insurance - 1 endorsement.docx

[Download](#)

Insurance Specifications

## Local Preference.docx

[Download](#)

Local Preference

## Requested Attachments

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### OSHA Violations

If your company has received an OSHA violation in the last five (5) years, please attach copies of the citations and an explanation of how they have been resolved.

### Buy Local Packet

Please attach completed Buy Local Packet if applicable.

### Certification Regarding Ability to Obtain Required Insurance

*(Attachment required)*

Please attach the completed Certification Regarding Ability to Obtain Required Insurance Form.

# Bid Attributes

## 1 INSTRUCTIONS TO BIDDERS

Whenever used in this RFB the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa. Contractor shall mean the firm providing the fuel tanks for the Fleet Services Division. Subcontractor shall mean any person, firm, or corporation who contracts with the Contractor to perform a service for which the basis of payment or Scope of Work is identified as a part of this RFB. Project Manager shall mean Tina Wickman, Fleet Administrator, who is the designated coordinator and administrator for the Work under this project.

A company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the City that you have read, understand and will comply with the instructions and all terms and conditions stated in this Request for Bid and all attachments.

This Request for Bid does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of bids, or costs incurred in making necessary studies for the preparation of bids.

### Exceptions to Documents

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

### Silence of Specifications

Commercially accepted practices shall apply to any detail not covered in the specification and to any omission of the specification. Any omission or question of interpretation of the specification that affects the performance or integrity of the service being offered shall be addressed in writing and submitted with the Bid.

### Incomplete Information

Failure to complete or provide any of the information requested in this Request for Bid, including references, and/or additional information as indicated, may result in disqualification by reason of "non-responsiveness".

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

Be advised that any conversations (in reference to this RFB) between bidders and any City employee, City official or City Project Manager, outside of the Purchasing Services Division, during the entire competitive bidding process is strictly prohibited. Such actions will result in removal of the Contractor from the vendors list and rejection of the Contractor's bid. **The ONLY official position of the City is that position which is stated in writing and issued by the Purchasing Services Division.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

## 2 FEDERAL FUNDING PROVISIONS

This Project is not federally funded.

### **3 INSURANCE IS REQUIRED FOR THIS PROJECT**

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

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

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

### **4 SPECIAL TERMS AND CONDITIONS**

#### Term of Contract

The initial term of the Contract shall commence on the date the City executes the Contract and shall end on August 31, 2021.

The Contract may be extended by written mutual agreement by the City and the Contractor.

A Contract, prepared by the City and signed by the City Manager, shall become the document that authorizes the Work to begin, assuming the insurance requirements have been met. Each section contained herein, the attachments, and any addenda and the response from the successful Bidder shall also be incorporated by reference into the resulting agreement.

The City reserves the right to make changes to the Work to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of the Contract shall be valid unless made in writing and agreed to by both the City and the Contractor. The Contractor shall not commence any additional work or change the scope of the Work until authorized in writing by the City. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment of the Contract executed by both the Contractor and the City. The Contract may only be amended, supplemented or modified by a written document executed by the Contractor and the City Manager.

In accordance with the provisions and conditions of the Contract, Contractor shall freely enter into the Contract for the purpose of providing Work to the City and to be compensated for the Work.

No price escalation will be allowed during the initial term of the contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, which reflect said increases. The City reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

#### Payment Terms and Invoice Submittals

Payment terms for Work authorized under the contract shall be net forty-five (45) days upon receipt of an acceptable original invoice and after Work is performed, inspected and accepted and all required documentation and reports are received in a format acceptable to the City.

Invoices shall include the following information:

- Contractor name and address
- Date of delivery
- City PO number
- Description of Work
- The total amount being invoiced
- The Project Number / Contract Number (#PUR0621-321)

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

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

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

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

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

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

#### Treatment of Documents and Records

##### Ownership

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

##### Confidentiality

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

##### Disposal

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

- a) comply with any retention requirements of the agreement, and
- b) be in a manner such that documents or information in the Documents is unable to be read, interpreted, reproduced, copied or duplicated in any fashion.

##### Access/Retention

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

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

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

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

##### Amount of Work

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

## 5 Contract Forms

If a Bidder intends to request that the City of Cedar Rapids enter into any agreement form in connection with the award of this project, the form must be submitted with the Bid for review by the City's legal counsel during the evaluation of Bids. If such agreement requires that payments be remitted to other than the Bidder, the Bidder shall indicate the name and address of the firm to whom Bidder would request payments to be made, and the firm's relationship to the Bidder.

Bidders are advised that in the event any such agreement contradicts the City of Cedar Rapids requirements, the bid may be rejected due to the contradiction unless Bidder indicated deletion of such clauses. If agreement form indicated a firm other than the Bidder is Contractor, or payee, the proposed Contractor or payee must also indicate concurrence with the deletion of such clauses.

If no agreement form is included with the bid, no such form will be approved by the City during the evaluation or award processes, or following award of contract. If the bid does not indicate the proposed Contractor, vendor or payee to be a person or company other than the Bidder, (1) only the Bidder will be considered as Contractor and (2) payments will be made only to the Bidder to whom the contract is awarded.

The City of City Rapids will in no case agree to terms not submitted for review with the bid submittal.

## 6 Additional Agreement

Any additional agreement that the supplier wishes to have considered as part of the resulting contract shall be attached and submitted with the response to this solicitation. Any agreement that is submitted after the closing date of the solicitation shall not be considered. Please note that agreements in direct conflict with the terms and conditions of this solicitation may result in rejection of your response to the solicitation.

Acknowledged

*(Required: Check if applicable)*

## 7 BID EVALUATION AND AWARD

Award - Any award(s) made by the City of Cedar Rapids is subject to prior approval by the City of Cedar Rapids City Council.

Award shall be made to the responsible Bidder submitting the lowest responsive bid with regard to the specifications set forth herein. The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups or lump sum; and to waive technicalities and formalities where it is deemed advisable in protection of the best interests of the City.

For vertical infrastructure projects greater than \$50,000, the apparent low bidder shall complete the General Contractor Quality Assurance Questionnaire. Purchasing Services will email the questionnaire to the bidder and request a response before the award is finalized.

If the evaluation team determines that the project should be awarded, the process shall be as follows:

- a) The evaluation team shall determine which responsible Bidder has submitted the lowest responsive bid.
- b) For projects equal to or greater than \$50,000, the City Council shall consider a resolution awarding the contract and authorizing the City Manager to sign the Contract on behalf of the City. **Note**, as provided for by Section 4.03 of the Cedar Rapids Municipal Code, no Contract shall be deemed to be created and exist, unless and until the City Council adopts a resolution awarding the project and authorizing the City Manager to sign the Contract.
- c) The City Manager executes the Contract.
- d) The City issues a purchase order to the Contractor. The purchase order shall constitute authorization for the Contractor to commence the Work.

If the evaluation team determines that all the bids received should be rejected, the Bidders shall be notified by the Purchasing Services Division accordingly. At that point, the City may, or may not, re-bid the project.

Award of bid shall be made to the lowest responsive and responsible Bidder(s) meeting the specifications set forth herein. In addition to the quoted price, the following is a partial list of the criteria that may be used in our determination of Contractor responsibility and responsiveness:

- Adherence to specifications;
- Work as specified in these bid documents;

- Company's ability to meet the City's Insurance Requirements;
- Current lead-time quoted;
- Length of time committed for firm pricing;
- Guarantees and warranties;
- Satisfactory demonstration of equipment;
- Past experience and service provided by Bidder;
- Ability and/or willingness to work with the City on disposition of material no longer required or otherwise defective;

The City of Cedar Rapids reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect the City's overall interests.

The Company must not have any unresolved performance issues with the City of Cedar Rapids. The Company's performance as a prime Contractor or subcontractor in previous City contracts shall be taken into account when evaluating the Company's submittal for this Request for Bid. The City may survey other local agencies during the bid evaluation period to make sure the Company does not have any unresolved or unsatisfactory performance issues. The City reserves the right to reject the Company's submittal based on its assessment of the Company's prior performance.

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

[http://www.cedar-rapids.org/document\\_center/Purchasing/Tie%20Bid%20Procedure\\_14.pdf](http://www.cedar-rapids.org/document_center/Purchasing/Tie%20Bid%20Procedure_14.pdf)

#### Buy Local Program

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

### 8 Personnel

9 Name and title of person overseeing the City account:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(Required: Maximum 1000 characters allowed)*

10 Office Phone

(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ ext: \_\_\_\_\_

*(Required)*

11 Mobile

(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ ext: \_\_\_\_\_

*(Required)*

12 Email

\_\_\_\_\_

*(Required: Email address)*



<b>1</b> <b>3</b>	<b>Safety Record</b> Has your company received an OSHA violation in the past five (5) years?  If yes, please attach copies of the citations and an explanation of how they have been resolved on the Response Attachments tab.  <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check only one)</i>
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<b>1</b> <b>4</b>	<b>BID PRICING SUBMITTAL</b>  The Contractor shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Bid all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, freight and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Work. The Work will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.
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<b>1</b> <b>5</b>	<b>Warranty Information</b>  _____  _____  _____  <i>(Required: Maximum 1000 characters allowed)</i>
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<b>1</b> <b>6</b>	<b>Will you hold your pricing firm for 12 months for possible additional work?</b>  <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check only one)</i>
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<b>1</b> <b>7</b>	<b>If no, how long will you hold pricing firm?</b>  _____  _____  _____  <i>(Optional: Maximum 1000 characters allowed)</i>
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<b>1</b> <b>8</b>	<b>Work to Begin</b>  An approved city council resolution, signed contract and purchase order will be the documents that authorize work to begin.
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<b>1</b> <b>9</b>	<b>Estimated lead time (calendar days) upon receipt of purchase order</b>  <input type="text"/> <i>(Required: Numbers only)</i>
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<b>2</b> <b>0</b>	<b>Estimated time (calendar days) to complete the project</b>  <input type="text"/> <i>(Required: Numbers only)</i>
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<b>2</b> <b>1</b>	<b>PROPOSED SUBCONTRACTORS</b>
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<b>2</b> <b>2</b>	<p><b>If awarded this project, do you plan to use any subcontractors?</b></p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><i>(Required: Check only one)</i></p>
<b>2</b> <b>3</b>	<p><b>If yes, please provide Subcontractor(s) Company Name, Address and IA Contractor Registration Number</b></p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Optional: Maximum 4000 characters allowed)</i></p>
<b>2</b> <b>4</b>	<p><b>Bid Acceptance</b></p> <p>I have read and understand the Terms and Conditions, Specifications, and Insurance requirements, contained herein, and further agree to abide and accept said Term, Conditions and Specifications.</p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> Yes - with exceptions</p> <p><i>(Required: Check only one)</i></p>
<b>2</b> <b>5</b>	<p><b>Bid Acceptance Exceptions</b></p> <p>If you answered yes - with exceptions to the above question please list the exceptions. <i>(Additional exceptions will not be allowed during the negotiation process)</i></p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Optional: Maximum 4000 characters allowed)</i></p>
<b>2</b> <b>6</b>	<p><b>PAYMENT METHOD</b></p> <p>Do you accept a credit card for payment of purchases?</p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><i>(Required: Check only one)</i></p>
<b>2</b> <b>7</b>	<p><b>QUICK PAY DISCOUNT</b></p>
<b>2</b> <b>8</b>	<p><b>If you provide a discount for quick payment, please state the discount and terms: ____% ____ days</b></p> <hr/> <hr/> <hr/> <hr/> <p><i>(Optional: Maximum 1000 characters allowed)</i></p>
<b>2</b> <b>9</b>	<p><b>Does this discount apply to payments made by MasterCard?</b></p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No</p> <p><i>(Optional: Check only one)</i></p>

**Bid Lines**

**1** Firm fixed price for the scope of work for Bever Park Fuel Site

*(Response required)*

Quantity:   1   UOM:  EA  Unit Price: \$  Total: \$

**2** Firm fixed price for the scope of work for Ellis Golf Fuel Site

*(Response required)*

Quantity:   1   UOM:  EA  Unit Price: \$  Total: \$

## Supplier Information

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

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

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

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

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

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

## Supplier Notes

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By submitting your response, you certify that you are authorized to represent and bind your company.

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*