



REQUEST FOR BIDS

January 24, 2024

For

Central Avenue Streetscape Amenities Installation

Project # 6051000001-360-2561

Prepared by
City of Dubuque
Leisure Services
2200 Bunker Hill Rd.
Dubuque, IA 52001

SECTION 1.0 – NOTICE OF REQUEST FOR BIDS (RFB)

1.1 Notice of Request for Bids

Notice is hereby given that electronic bids will be received before 3:00 p.m. CST, February 06, 2024, for the installation of Streetscape amenities on Central Ave as requested by the City of Dubuque Leisure Services Department.

1.2 RFB Timeline

Name of the Bid	Central Avenue Streetscape Amenities Furnishment and Installation
Date of Issuance	January 24, 2024
Deadline for Bid Submittal	February 06, 2024, before 3:00 p.m. CST Bids submitted at 3:00 p.m. or after are late.
Recommendation for Award	February 07, 2024
Submit Bid to	https://cityofdubuque.sharefile.com/r-r4b7d63717cdc4617a7996ec95c532d9b
Method of Submittal	Electronic as noted above.
Contact Person, Title	Jared Charland, Project & Facilities Manager
E-mail Address	jcharlan@cityofdubuque.org
Phone Number	563-690-6135

1.3 The City is not responsible for submittal delays. Similarly, the City is not responsible for, and will not open, any bid responses that are received after the time stated above. Late submittals will be retained in the RFB file, unopened. No responsibility will be attached to any person for the premature opening of a bid not properly identified.

1.4 Bids will be evaluated promptly after opening. 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 Bids may be withdrawn any time prior to the scheduled closing time for receipt of bids; no bid may be modified or withdrawn for a period of forty-five (45) calendar days thereafter.

----- End of Section 1.0 -----

SECTION 2.0 – INSTRUCTIONS TO BIDDERS

2.1 NOTICE: INSURANCE IS REQUIRED FOR THIS PROJECT UPON AWARD.

At all times during the term of the Service and the Contract, the contractor shall procure and maintain insurance as described in Insurance Schedule F, Attachment C.

2.2 Whenever used in this RFB the following terms shall have the meaning given as follows: City shall mean the City of Dubuque, Iowa. Contract shall mean the Contract awarded, this Request for Bids, the Contractor's Bid, and all documents incorporated into the Contract. Service shall mean the service described in this Request for Bids. Contractor shall mean the firm providing services to the City. Project Manager shall mean the Leisure Service's Project and Facilities Manager who is the designated coordinator and administrator for the Services under this project.

2.3 A bidder representative who is authorized to bind the bidder must sign on behalf of the bidder to indicate to the City that the representative has read, understands, and will comply with the instructions and all terms and conditions stated in this Request for Bids and all attachments.

2.4 This Request for Bids 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 preparing necessary studies for the preparation of bids.

2.5 Bidder Responsibility

It is the responsibility of each bidder to fully acquaint itself with the existing conditions relating to the project, and must inform itself as to the facilities involved, equipment required, and the difficulties and the restrictions related to the performance of the contract. The contractor, by the execution of the contract shall in no way be relieved of any obligation under the contract due to contractor's failure to receive or examine any contract document or visit the site and acquaint itself with the conditions there existing. City will be justified in rejecting any claim based on facts regarding which the contractor should have been aware of resulting from its inspection.

2.6 Addenda

Any matter of this bid package that requires explanation or interpretation must be inquired into by the bidder in writing by January 30, 2024 prior to 2:00 pm. E-MAIL all questions to jcharlan@cityofdubuque.org. Any and all questions will be responded to in the form of written addenda to all bidders. All addenda shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page Form. All Addenda will be posted on the City's website. It is the bidder's responsibility to check for addenda which can be located at:

<https://www.cityofdubuque.org/bids.aspx>

2.7 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 a bid to be rejected.

2.8 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 services being offered shall be addressed in writing and submitted with the bid.

2.9 Incomplete Information

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

2.10 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, during the entire competitive bidding process, is strictly prohibited. Such actions will result in rejection of a bid. **The ONLY official position of the City is that position which is stated in writing and issued by the Project and Facilities Manager.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

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

SECTION 3.0 – SPECIAL TERMS AND CONDITIONS

3.1 Term of Contract

3.1.1 A Contract, prepared by the City and signed by the City Manager, shall become the document that authorizes the services 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 Contract.

3.1.2 The City reserves the right to make changes to the services 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 service or change the scope of the service until authorized in writing by the City. The Contractor shall make no claim for additional compensation in the absence of prior written approval and amendment of the Contract executed by both the Contractor and the City. The Contract may only be amended, supplemented, or modified by a written document executed by the Contractor and the City Manager.

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

3.1.4 Execution of Contract

- a. Within ten (10) calendar days after the date of the City's Notice of Award, the successful bidder shall execute and deliver to the City a short form service contract provided by the City in such number of copies as the City may require.
- b. All forms required for this RFB shall be submitted and must be properly completed prior to execution of a contract by the City.
- c. Insurance documents shall be submitted in accordance with Schedule F and must be properly completed prior to execution of the contract by the City.
- d. The failure of the successful bidder to execute such contract and to supply the required forms, and insurance information within ten (10) calendar days after the date of City's Notice of Award, or within such extended period, based upon reasons determined sufficient by the City, shall constitute a default, and the City may either award the Contract to another bidder or re-advertise for bids.
- e. After the Contract, all required forms, and insurance documents have been properly provided, the City will execute the contract and issue the notice to proceed.

3.1.5 Agreed Costs of Delay

To complete the project efficiently and expeditiously, it is necessary to establish a completion schedule. It is understood that the current supply chain is difficult to predict. Nonetheless, some guidelines are necessary. All work shall be completed, whereby the amenities will be procured and installed in the timeframe as indicated.

3.2 Contract Forms

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

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

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

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

3.3 Payment Terms and Invoice Submittal

3.3.1 Payment terms for service authorized under the Contract shall be net thirty (30) days upon receipt of an acceptable original invoice and after all service in performed, and the equipment is in place, functional, inspected, accepted and all required documentation and reports are received in a format acceptable to the City.

3.3.2 As a minimum, the invoice shall include the following:

- Contractor name and address.

- Date of service

- City requisition number

- Description of service

- The total amount being invoiced

- The Project/Project Name

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

3.3.4 One invoice and supporting documentation shall be submitted within thirty (30) days after the service is completed to the identified department the service is being completed for.

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

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

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

3.4 Treatment of Documents and Records

3.4.1 Ownership

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

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

SECTION 4.0 – SCOPE OF WORK & SPECIFICATIONS

4.1 Introduction

The City of Dubuque is seeking bids from qualified contractors for the installation of various streetscape amenities along Central Avenue in Dubuque, Iowa. The style and location of these amenities are generally indicated on the map in attachment E.

4.2 Contractor Responsibilities

4.2.1 Communicate and schedule with the City of Dubuque and other parties of interest necessary to complete the requirements of this project.

4.2.2 Install amenities in accordance with manufacturer's instructions, & in such a way that they can be removed in the future, if needed.

4.2.3 Guarantees and warranties on workmanship, materials, and equipment shall be included in the bid.

4.2.4 Any permits, licenses, or any other requirements to perform the duties of this contract shall be included and are the responsibility of the contractor.

4.2.5 All work shall conform to all applicable industry, federal, state, and local laws, codes, ordinances, requirements, and standards. Contractor is responsible for all measurements.

4.2.6 Any rebates available & applicable to the project and/or equipment should have information included in the bid, and if awarded, the selected contractor would provide the city with the appropriate documentation and paperwork.

4.2.7 Contractor is responsible for the proper handling of materials to include discarding debris and general cleanliness of the worksite during the project.

4.2.8 Hours of work must be during daylight hours, and not interfere with the normal operations of the local businesses.

4.3 Project Requirements

4.3.1 At a minimum, the quote must include any and all necessary anchors, tools, and labor to assemble (if needed) & install of the following:

- Streetscape amenities to be installed include the following Victor Stanley amenities:

<u>Quantity</u>	<u>Product Number</u>	<u>Description</u>
○ Twenty-Two (22)	BRNS-301	Bike Rack
○ Sixteen (16)	CS-10	Bench
○ Twenty-Four (24)	SD-42	Litter Receptacle*

- | | | |
|--------------------|-----------|-----------------------|
| ○ Twenty-Four (24) | SD-42 | Recycling Receptacle* |
| ○ Three (3) | PRSCT-42R | Café Table |
| ○ Twelve (12) | PRS-CC8 | Café Chair |

*Litter and recycling receptacles will be installed as pairs

For items not included in this list that become a part of contractors bid, please describe the work components of those items.

4.3.2 The City will separately purchase and coordinate delivery of the above-mentioned amenities to the Contractor. Quote must include an FOB delivery location. Contractor will receive delivery of all amenities mentioned in 4.3.1, unload, inspect, and store said amenities. The contractor will transport said amenities to the worksite as needed during the installation process.

4.3.3 Contractor shall ensure safety of the worksite locations as necessary. Contractor may temporarily block the sidewalk if needed to ensure the safety of pedestrians. Contractor shall meet all applicable safety standards and policies regarding working on City right of way projects. while working on Central Avenue sidewalks during installation. Contractor shall not block Central Avenue during installation process.

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

4.3.5 If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the Contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under the Contract.

4.3.6 The State of Iowa requires that all individual contractors and businesses performing “construction” work within Iowa be registered with the Division of Labor and renew that registration annually. More information about this law can be found at <http://www.iowaworkforce.org/labor/contractor.htm>. If applicable, your Iowa Contractor Registration number is required on the Signature Page of this RFB.

4.3.7 Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Dubuque expects that bidders will offer expertise on conformance of regulations applying to the products they sell. Failure to assist the City of Dubuque in this area may be just cause for rejection.

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

4.3.9 No part of this project will be subcontracted or assigned without prior written consent of the City, excluding any emergency work. Any subcontractor or assignee must meet the same qualifications in their field as the prime Contractor. The prime contractor shall be responsible for any payments to subcontractors. Subcontractors must meet all requirements as specified in this contract (i.e. training, safety, insurance, etc.).

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

4.3.11 All work will be fully completed no later than May 08, 2024.

----- End of Section 4.0 -----

SECTION 5.0 – BID EVALUATION AND AWARD

- 5.1 Award - Any award(s) made by the City of Dubuque is subject to prior approval by the City of Dubuque City Manager and/or City Council.
- 5.2 Award shall be made to the responsible bidder submitting the lowest responsive bid regarding 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.
- 5.3 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) The City Council or City Manager or Designee based on dollar amount award the Contract and authorize signature of the Contract.
 - c) The City Manager executes the Contract.
- 5.4 If the evaluation team determines that all the bids received should be rejected, the bidders shall be notified by the Leisure Services Department accordingly. At that point, the City may, or may not, re-bid the project.
- 5.5 Award of the Contract shall be made to the lowest responsive and responsible bidder 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 bidder responsibility and responsiveness:
 - Adherence to specifications;
 - Service as specified in these bid documents;
 - Contractor's reputation and financial status;
 - Contractor'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;
 - Strength of bidder's hiring and training program;
 - Ability and/or willingness to work with the City on disposition of material & equipment no longer required or otherwise defective;
 - Favorable references from firms with projects of similar scopes that indicate that the bidder has the ability to carry out the Work and provide the products specified;
 - Strength of company's safety program and history.

- 5.6 The City of Dubuque reserves the right to use both primary and secondary suppliers or to otherwise use multiple sources to protect the City's overall interests.
- 5.7 The bidder must not have any unresolved performance issues with the City of Dubuque. The bidder's performance as a prime contractor in previous City contracts shall be considered when evaluating the bidder's submittal for this Request for Bid. The City may survey other local agencies during the bid evaluation period to make sure the bidder does not have any unresolved or unsatisfactory performance issues. The City reserves the right to reject the bidder's submittal based on its assessment of the bidder's prior performance.
- 5.8 In case of tie bids, the City will award based on the priority factors outlined in the City Purchasing Policy.

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

SECTION 6.0 – STANDARD TERMS AND CONDITIONS

ACCELERATED PAY DISCOUNTS - Accelerated discounts should be stated on the bid submittal page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices must, however, be based upon payment in net thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

ADA COMPLIANCE

1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act.
2. Bids for design, construction, programs, policies, and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation, Section 504 of the 1973 Rehabilitation Act, and similar statutes and regulations prohibiting discrimination on the basis of disability.
3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Dubuque relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

ASSIGNMENT - The City and the Contractor each are hereby bound, and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other party to the Contract and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

BID CURRENCY/LANGUAGE - All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the Contract regardless of the exchange rate. All bid responses must be submitted in English.

BID FORM - Each bidder must submit an original bid and additional copies as required on the forms attached. The bidder shall correctly sign the bid, and the bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

BID INFORMATION IS PUBLIC – The bid and all documents submitted with any bid shall become public documents subject to Iowa Code Chapter 22, which is otherwise known as the “Iowa Open Records Law”. By submitting the bid any document to the City of Dubuque in connection with a bid, the submitting party recognizes this and waives any claim against the City of Dubuque and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Dubuque and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of

Dubuque arising from any opportunity. Bid information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

BID REJECTION OR PARTIAL ACCEPTANCE - The City reserves the right to accept or reject any or all bids or parts thereof. The City further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.

CONFLICT OF INTEREST - The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

CONTRACT DOCUMENTS – The Contract Documents are this Contract, the Request for Bids, the Contractor's Bid, and the following additional documents, if any:

In the event of a dispute with respect to any term or condition in the Contract Documents, they shall be interpreted in the following order: this Contract, the Request for Bids, the Contractor's Bid, and the following additional documents, if any:

DISPUTES - Should any disputes arise with respect to the Contract, the parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all Work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor. The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Contractor to stop or delay Work.

FORCE MAJEURE - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure

is caused by force majeure. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

INDEMNIFICATION - To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

LAWS AND REGULATIONS - The Contract shall be governed, interpreted, and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses, and regulations and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing the Contract it will comply with all applicable provisions of the federal, state, and local laws, ordinances, licenses, and regulations. Venue for any action arising out of this Contract shall be the Iowa District Court for Dubuque County, Iowa.

METHOD OF AWARDING - The City reserves the right to make awards based on the entire bid or on an item by item basis. However, if Contractor's bid is based on an "all or none" condition, the City may consider its bid non-responsive and reject the entire bid.

NO GIFT STANDARD - The City of Dubuque is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

NON-COLLUSION STATEMENT - Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement, or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under the Contract or participation therein, directly, or indirectly, by any other person, firm, or corporation, except as documented in the Contract. Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY - All Contractors that engage in contracts with the City of Dubuque, Iowa agree as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, Familial status, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following: (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Contractor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City and will provide in every contract or subcontract that said provision will be binding upon each Contractor.

REGULATORY AGENCY COMPLIANCE - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Dubuque expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the Work they perform.

RIGHT TO PROTEST - Anyone wishing to file a protest concerning (1) the specifications, (2) the bid procedure or (3) the award of the Contract must do so in writing in accordance with the City's Protest by bidders which is found in the City's purchasing policy.

SAFETY DATA SHEETS - The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Dubuque. City of Dubuque employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

SUBCONTRACTING - All Sub-Contractors shall be listed in the Contract or in a written amendment to the Contract.

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

TAXES - The City of Dubuque is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

TERMINATION OF CONTRACT - The City may terminate the Contract at any time for any reason with or without cause. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

WARRANTIES - WORK - The Contractor shall perform Work for the City pertaining to the Project as set forth in the Contract.

Contractor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.

Contractor shall be responsible for the quality, technical accuracy, completeness, and coordination of all Work performed under the Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary because of Contractor's acts, errors, or omissions with respect to the quality and accuracy of the Work.

Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.

Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Contractor.

WARRANTIES - INTELLECTUAL PROPERTY - Contractor represents and warrants that all the materials and Work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials and work. The Contractor represents and warrants that the materials and Work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. The Contractor further represents and warrants that the materials and Works does not infringe upon the

copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Work contemplated by the Contract.

----- End of Section 6.0 -----

ATTACHMENT A – SUBMITTAL INSTRUCTIONS

DOCUMENTS TO BE SUBMITTED WITH THIS BID – Attachment B

- A. General Company Information Form
- B. Bid Pricing Submittal Form
- C. Bid Signature Page
- D. E-Bidder Status Form

DOCUMENTS TO BE SUBMITTED AFTER NOTICE OF AWARD

- 1. Attachment C- Insurance requirements along with all required endorsements
- 2. Attachment D- Sales and Use Tax Exemption Certificate

----- End of Attachment A -----

ATTACHMENT B – BID SUBMITTAL FORMS

BID SUBMITTAL FORMS

For

**Central Avenue Streetscape
Amenities Installation**

FORM NAME	Page
General Company Information Form.....	21-22
Bid Pricing Submittal Form.....	23
Signature Page Form.....	24
Bidder Status Form	25-26

GENERAL COMPANY INFORMATION FORM

Company Name _____

Company Address _____

General Description of the Company: _____

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

Number of years in business: _____

References

List three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scope. (Name of firm, address, contact person, phone number)

Reference #1 - Name: _____

Address: _____

Contact Person & Phone: _____

Date & Description of Job: _____

Contract Value: _____

Reference #2 - Name: _____

Address: _____

Contact Person & Phone: _____

Date & Description of Job: _____

Contract Value: _____

Reference #3 - Name: _____

Address: _____

Contact Person & Phone: _____

Date & Description of Job: _____

Contract Value: _____

Personnel

Name and title of person
overseeing the City account: _____

Office Phone: _____

Mobile: _____

Email: _____

Names, titles, and years of experience of persons expected to service the City account:

Safety Record

Has your company received an OSHA violation in the past five (5) years?

Yes

☐

No

☐

If yes, please attach copies of the citations and an explanation of how they have been resolved.

BID PRICING SUBMITTAL FORM

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 as described in Section 4.0. 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.

Central Avenue Streetscape Amenities Installation Project # 6051000001-360-2561

Base Bid:

Provide cost for all labor, materials, and equipment to complete the project in strict adherence to, and inclusive of all costs outlined within, this RFB.

FOR THE SUM OF \$ _____.
Dollars (\$ _____)

All work must be completed no later than May 08, 2024.

An approved signed contract, requisition, and notice to proceed will be the documents that authorize work to begin.

SIGNATURE PAGE FORM

The undersigned, having examined these documents and having full knowledge of the condition under which the service described herein must be performed, hereby proposes fulfillment of the obligations contained herein in accordance with all insurance documents, instructions, terms, conditions, and specifications set forth; and that all required Service be furnished and that all incidental costs be paid in strict conformity with these documents, for the stated prices as payment in full.

Submitting _____

Address: _____

City: _____ County: _____ State: _____ Zip _____

Authorized Representative _____ Title: _____

Authorized Signature: _____

Date: _____ E-mail: _____

Phone (____) _____

CONTRACTOR PRICING

Offered pricing shall remain firm for a minimum of forty-five (45) days after the due date of this solicitation unless indicated otherwise. Accepted pricing shall remain firm for the duration of the contract.

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

The above-signed hereby acknowledges receipt of the following addenda:

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

Bidder Status Form

Please answer "Yes" or "No" for each of the following:

To be completed by all Bidders

Part A

☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No My company has an office to transact business in Iowa.

☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for Bids on this project.

☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident Bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident Bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a non-resident Bidder. Please complete Parts C and D of this form.

To be completed by all resident Bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by all non- resident Bidders

Part C

Name of your home state or foreign country reported to the Iowa Secretary of State.

Does your company's home state or foreign country offer preferences to Bidders who are residents? ☐ Yes
☐ No

If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all Bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my Bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the complete form to the government body requesting Bids per 875 Iowa Administrative Code Chapter 156
This Form has been approved by the Labor Commissioner

309-6001

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.

- ☐ Yes ☐ No My business is a sole proprietorship, and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

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

ATTACHMENT C – INSURANCE REQUIREMENTS

City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub-Subcontractors

INSURANCE SCHEDULE F

Class A:

Asbestos Removal	Fiber Optics	Sanitary Sewers
Asphalt Paving	Fire Protection	Sheet Metal
Concrete	Fireproofing	Site Utilities
Construction Managers	General Contractors	Shoring
Cranes	HVAC	Special construction
Culverts	Mechanical	Steel
Decking	Paving & Surfacing	Storm sewers
Demolition	Piles & Caissons	Structural Steel
Deconstruction	Plumbing	Trails
Earthwork	Retaining Walls	Tunneling
Electrical	Reinforcement	Water main
Elevators	Roofing	

Class B:

Chemical Spraying	Landscaping	Rough Carpentry
Doors, Window & Glazing	Masonry	Stump Grinding
Drywall Systems	Vehicular Snow Removal	Tank Coating
Fertilizer Application	Painting & Wall Covering	Tree Removal
Geotech Boring	Pest Control	Tree Trimming
Insulation	Scaffolding	Tuckpointing
Finish Carpentry	Sidewalks	Waterproofing
	Plastering	Well Drilling

Class C:

Carpet Cleaning	General Cleaning	Power Washing
Carpet & Resilient Flooring	Grass Cutting	Tile & Terrazzo Flooring
Caulking & Sealants	Janitorial	Window Washing
Acoustical Ceiling	Non Vehicular Snow & Ice Removal	
Filter Cleaning	Office Furnishings	

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,
Subcontractors or Sub Subcontractors**

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the Leisure
Services Department of the City of
Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to mutual agreement of the parties.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 520019) Contractor and subcontractor shall not use any drone without the prior written approval of the city of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,
Subcontractors or Sub Subcontractors**

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ___ Yes ☒ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,
Subcontractors or Sub Subcontractors**

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) **Include endorsement indicating that coverage is primary and non-contributory.**
- 6) **Policy shall include waiver of right to recovery from others endorsement.**
- 7) **Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.**

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes ☒ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

\$_____ each occurrence (per limits required by Railroad)

\$_____ policy aggregate (per limits required by Railroad)

OR

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,
Subcontractors or Sub Subcontractors**

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

----- End of Attachment C -----

ATTACHMENT D – Sales and Use Tax Exemption Certificate

SALES AND USE TAX EXEMPTION CERTIFICATE

The City of Dubuque, as a designated exempt entity awarding construction contracts, will issue special exemption certificates to contractors and subcontractors, allowing them to purchase, or withdraw from inventory, materials for the Contract free from sales tax pursuant to Iowa Code Sections: 422.42 (15) & (16), and 422.47 (5). The special exemption certificate will also allow a manufacturer of building materials to consume materials in the performance of a construction contract without owing tax on the fabricated cost of those materials.

1. These tax exemption certificates and authorization letters are applicable only for the work under the contract. Contractor and each subcontractor shall comply with said Iowa Code Sales Tax requirements, shall keep records identifying the materials and supplies purchased and verify that they were used on the contract, and shall pay tax on any materials purchased tax-free and not used on the contract.
2. Upon award of Contract the City will register the Contract, Contractor, and each subcontractor with the Iowa Department of Revenue and Finance; and distribute tax exemption certificates and authorization letters to Contractor and each subcontractor.

PROJECT INFORMATION REQUIREMENTS FOR STATE OF IOWA SALES TAX EXEMPTION CERTIFICATES FOR CONTRACTORS & SUBCONTRACTORS

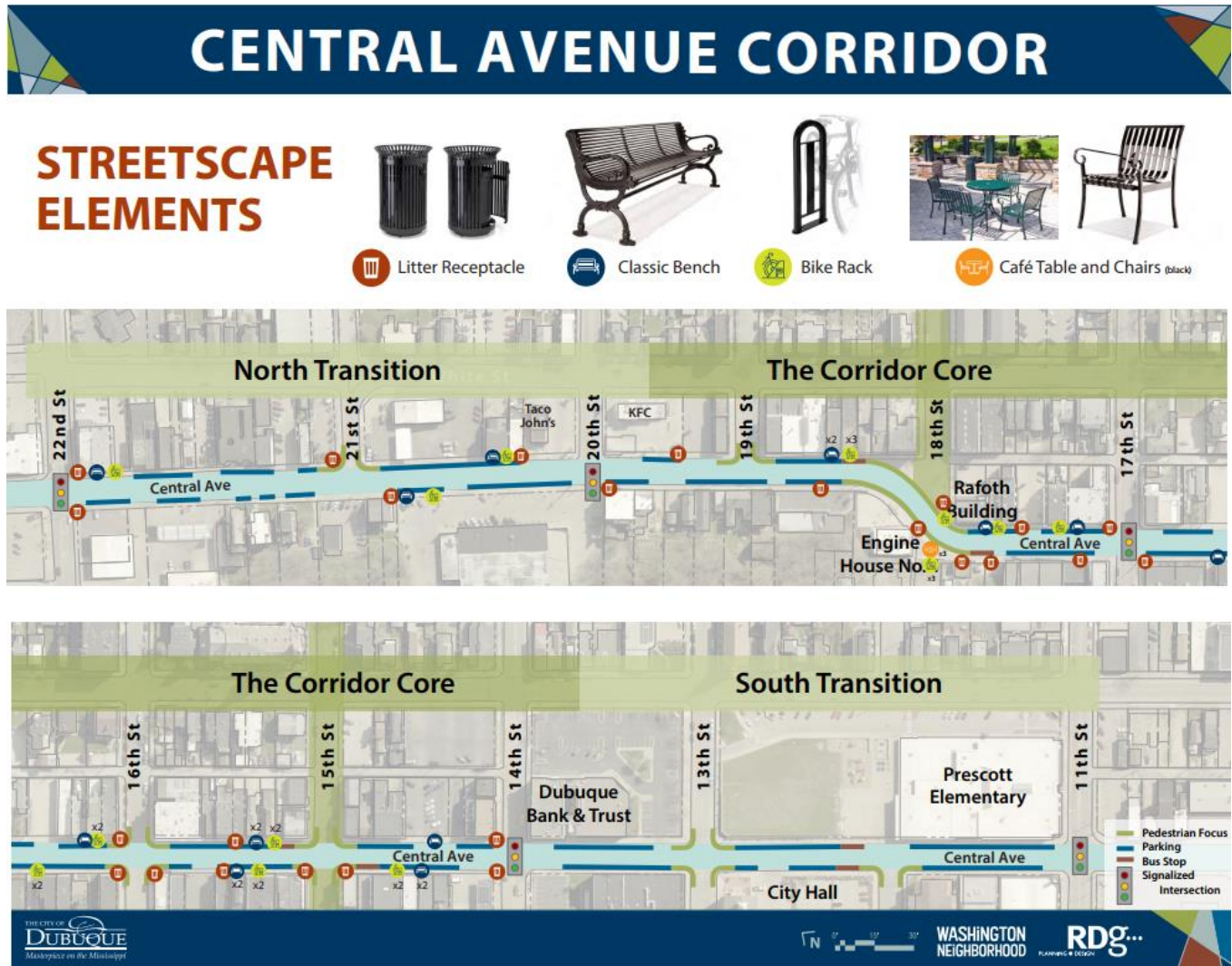
Please complete this form in its entirety and submit along with the executed Contract, Bonds and Certificate of Insurance. Upon receipt, the City Finance Department will work with the Iowa Department of Revenue to issue Sales Tax Exemption Certificates to the approved contractor(s) to allow for the purchase or inventory withdrawal of materials for the specified Project free from State of Iowa Sales Tax.

Sales tax exemption certificates are not provided to material suppliers.

Contractor and subcontractors can provide copies of the sales tax exemption certificates issued by the City to individual material suppliers.

Project Name:	
Project Description:	
Start Date (Bid Opening Date):	
Final Completion Date:	
Contact Name:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (Or Include Social Security Number)	
Work Type to be Completed:	

----- End of Attachment D -----



----- End of Attachment E -----